



Administration Department
300 N. Pine Street, Burlington, WI, 53105
(262) 342-1161 – (262)763-3474 fax
www.burlington-wi.gov

AGENDA COMMON COUNCIL

Tuesday, July 21, 2015

**To immediately follow the 6:30 p.m. Committee of the Whole meeting
Common Council Chambers, 224 East Jefferson Street**

Mayor Robert Miller
Edward Johnson, Alderman, 1st District
John Ekes, Alderman, 1st District
Ruth Dawidziak, Alderman, 2nd District
Bob Grandi, Alderman, 2nd District
Tom Vos, Council President, Alderman, 3rd District
Jon Schultz, Alderman, 3rd District
Thomas Preusker, Alderman, 4th District
Todd Bauman, Alderman, 4th District

1. Roll Call
2. Pledge of Allegiance to the Flag
3. Citizen Comments
4. Chamber of Commerce Representative and Rescue Squad Representative
5. Approval of the Common Council minutes for July 7, 2015 and July 14, 2015 (*R. Dawidziak*)
6. Letters and Communications: (*B. Grandi*)
Correspondence from Alderman Schultz regarding his absence from the July 21, 2015 meetings
7. Reports by Aldermanic Representatives and Department Heads
8. Reports 1-2 (*T. Vos*)
9. Payment of Vouchers (*T. Preusker*)
10. Licenses and Permits (*T. Bauman*)
11. Appointments and Nominations: None

12. **PUBLIC HEARINGS:** *(E. Johnson)*

- A. A Public Hearing to hearing comments and concerns from the public regarding an amendment to the Planned Unit Development District (PUD) for 200 Bridge Street to increase the residential density and depart from the M-4 District parking requirements.

13. **RESOLUTIONS:**

- A. Resolution 4734(8) to approve a contract with Northern Illinois University Center for Governmental Studies to conduct the 2015 Strategic Planning Session. This item was discussed at the July 7, 2015 Committee of the Whole meeting. *(J. Ekes)*
- B. Resolution 4735(9) to approve an Agreement between the City of Burlington and the County of Racine for the acquisition by the City of the property located at 256 W. State Street. This item was discussed at the July 7, 2015 Committee of the Whole meeting. *(R. Dawidziak)*
- C. Resolution 4736(10) to approve an Easement Agreement between the City of Burlington and Labadie Investments, LLC for property located on W. State Street in the Town of Burlington. This item was discussed at the July 7, 2015 Committee of the Whole meeting. *(B. Grandi)*
- D. Resolution 4737(11) to approve an Intergovernmental Agreement with the Town of Burlington for the Burlington Cemetery. This item was discussed at the July 7, 2015 Committee of the Whole meeting. *(T. Vos)*
- E. Resolution 4739(13) to approve the purchase of two patrol vehicles for the Police Department from Miller Motors in the amount of \$54,988. This item was discussed at tonight's Committee of the Whole meeting. *(T. Preusker)*
- F. Resolution 4740(14) to consider approving Change Order Number One to Five with Scherrer Construction for the Wehmhoff-Jucker Park Project in the amount of \$3,213.13. This item was discussed at tonight's Committee of the Whole meeting. *(T. Bauman)*
- G. Resolution 4741(15) to consider approving the 2014 Compliance Maintenance Annual Report. This item was discussed at tonight's Committee of the Whole meeting. *(E. Johnson)*

14. **ORDINANCES:**

- A. Ordinance 1996(2) to consider approving an amendment to the Planned Unit Development (PUD) Overlay District for the Fox Crossing Apartments at 200 Bridge Street. This item was discussed at tonight's Committee of the Whole meeting. *(J. Ekes)*

15. **MOTIONS:** None

16. **ADJOURNMENT** *(T. Bauman)*

Note: If you are disabled and have accessibility needs or need information interpreted for you, please call the City Clerk's Office at 262-342-1161 at least 24 hours prior to the meeting.



CITY OF BURLINGTON

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Common Council Agenda Item Number: 5	Date: July 21, 2015
Submitted By: Diahnn Halbach, City Clerk	Subject: Meeting Minutes

Details:

Staff recommends approval of the attached Minutes from the July 7, 2015 and July 14, 2015 Common Council meetings.

Options & Alternatives:

N/A

Financial Remarks:

None.

Executive Action:

Staff recommends that the Common Council approve these Minutes at the July 21, 2015 Common Council meeting.



CITY OF BURLINGTON
Council Minutes of the Common Council
Robert Miller, Mayor
Diahnn C. Halbach, City Clerk
Tuesday, July 7, 2015

1. Call To Order – Roll Call

Mayor Robert Miller called the meeting to order at 8:03 p.m. starting with roll call. Aldermen present: John Ekes, Ed Johnson, Bob Grandi, Ruth Dawidziak, Tom Preusker, Jon Schultz and Todd Bauman. Excused: Tom Vos

Also present: City Administrator Carina Walters, Director of Administrative Services Megan Watkins, City Attorney John Bjelajac, Lt. Mark Anderson, Public Works Director Craig Workman, Library Director Gayle Falk, and Building Inspector Gregory Guidry.

2. Pledge of Allegiance

3. Citizen Comments

There were no comments.

4. Chamber of Commerce Representative and Rescue Squad Representative

Michelle Peterson, Chamber Representative, reminded everyone of the upcoming Maxwell Street Days and Taste of Burlington, scheduled for July 24-25, 2015.

Jeff Koenen, of the Burlington Rescue Squad, announced that Burlington Rescue received the AHA Mission Lifeline STEMI Award, which is a very prestigious honor as only 13 agencies statewide received the award and BRS was one of only two volunteer rescue squads to receive the award.

5. Approval of the June 16, 2015 and June 23, 2015 Common Council Minutes

A motion was made by Bauman with a second by Johnson to approve the Council Minutes from June 16, 2015 and June 23, 2015.

With all in favor, the motion to approve the minutes was carried.

6. Letters and Communications

There were none.

7. Reports by Aldermanic Representatives and Department Heads

Dawidziak attended the most recent Park Board meeting.

Mayor Miller bid a fond farewell to Craig Workman, as this would be his last meeting with the Burlington Council. Staff and Council all wished Workman well as he begins his new career in Whitefish, Montana.

Bauman commended both the Burlington Fire Department and Burlington Rescue Squad for a job well done during the Fourth of July weekend activities.

Walters reminded Council to submit their Community Budget Partner names by the end of the week.

Mayor informed Council that there would be a Special Closed Session meeting on July 14, 2015, to discuss contracts.

8. Reports 1-7

A motion was made by Schultz with a second by Ekes approve Reports 1-7. With all in favor, the motion carried.

9. Payment of Vouchers

A motion was made by Bauman with a second by Grandi to approve vouchers, pre-pays and reimbursements in the amount of \$1,142,683.86.

Roll Call Aye: Ekes, Johnson, Grandi, Dawidziak, Schultz, Preusker, and Bauman. Nay: None. Motion carried 7-0.

10. Licenses and Permits

Bauman made a motion with a second by Dawidziak to approve all licenses and permits. With all in favor the motion carried.

11. Appointments and Nominations

There were no Appointments and Nominations.

12. Public Hearings

There was none.

13. Resolutions

A. Resolution 4730(4) to adopt the 2015-2020 Comprehensive Outdoor Recreation Plan (CORP).

A motion was made by Johnson with a second by Dawidziak to approve Resolution 4730(4).

With all in favor, the motion carried.

B. Resolution 4733(7) to approve local funds as a match to the Department of Natural Resources (DNR) Urban Nonpoint Source and Storm Water Management Grant for the development of a Storm Water Management Plan.

A motion was made by Ekes with a second by Johnson to approve Resolution 4733(7).

Roll Call Aye: Ekes, Johnson, Grandi, Dawidziak, Schultz, Preusker, and Bauman. Nay: None

Motion carried 7-0.

C. Resolution 4738(12) to approve a contract with GovHR to provide professional recruitment services for the position of Public Works Director.

A motion was made by Dawidziak with a second by Bauman to amend Resolution 4738(12) to approve Resolution 4738(12).

Johnson motioned with a second by Grandi to amend Resolution 4738(12) and increase the not-to-exceed amount from \$20,000 to \$22,000.

Roll Call Aye: Ekes, Johnson, Grandi, Dawidziak, Preusker, and Bauman. Nay: Schultz

Motion to amend Resolution 4738(12) carried 6-1.

Johnson motioned with a second by Grandi to approve the amended Resolution 4738(12).

Roll Call Aye: Ekes, Johnson, Grandi, Dawidziak, Preusker, and Bauman. Nay: Schultz

Motion to approve the amended Resolution 4738(12) carried 6-1.

14. Ordinances

There were none.

15. Motions

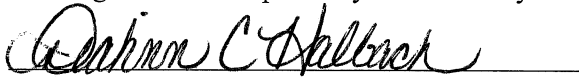
- A. Motion 15-807 to approve a Certificate of Appropriateness in the HPC Overlay District for 516-518 Mill Street.
- B. Motion 15-808 to approve a Certificate of Appropriateness and Sign Permit in the HPC Overlay District for 588 North Pine Street.
- C. Motion 15-809 to approve a Certificate of Appropriateness and Sign Permit in the HPC Overlay District for 332 North Pine Street.

Grandi motioned with a second by Dawidziak to approve Motions 15-807, 15-808, and 15-809. With all in favor, the motion carried.

16. Adjourn

A motion was made by Bauman with a second by Preusker to adjourn the meeting. With all in favor, the meeting adjourned at 8:40 p.m.

Meeting Minutes Respectfully Submitted by:



Diahnn C. Halbach

City Clerk

City of Burlington

Racine and Walworth Counties



CITY OF BURLINGTON

Administration Department
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**City of Burlington
Official Amended Minutes
Special Common Council
Robert Miller, Mayor
Diahnn Halbach, City Clerk
July 14, 2015**

1. Call to Order - Roll Call

Mayor Bob Miller called the meeting to order at 7:00 p.m. starting with roll call. Aldermen present: Ed Johnson, Ruth Dawidziak, Tom Vos, Jon Schultz, Tom Preusker and Todd Bauman. Aldermen excused: John Ekes and Bob Grandi. Also present: City Administrator Carina Walters and City Attorney John Bjelajac.

2. Adjourn into Closed Session

Wis. Stats 19.85(1)(c), Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

- To discuss the Police Chief agreement.

A motion was made by Vos with a second by Dawidziak to adjourn into closed session at 7:02 p.m. Roll Call Aye: Johnson, Dawidziak, Vos, Schultz, Preusker and Bauman. Nay: None. Motion carried 6-0.

3. Reconvene Into Open Session


A motion was made by Johnson with a second by Vos to reconvene into open session at 8:31 p.m. With all in favor the motion carried 6-0.

A motion was made by Vos to approve Motion 15-811 approving the agreement for Police Chief, as amended, between the City of Burlington and Mark Anderson. Dawidziak seconded the motion. Roll Call Aye: Johnson, Dawidziak, Vos, Schultz, Preusker and Bauman. Nay: None. Motion carried 6-0.

5. Adjourn

A motion was made by Bauman with a second by Preusker to adjourn the meeting. With all in favor, the meeting adjourned at 8:33 p.m.

Minutes respectfully submitted by:


Megan E. Watkins
Director of Administrative Services



CITY OF BURLINGTON

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Common Council Agenda Item Number: 6A	Date: July 21, 2015
Submitted By: Mayor Robert Miller	Subject: Communications

Details:

Communication A – Correspondence from Alderman Jon Schultz regarding his absence from the July 21, 2015 Committee of the Whole and Common Council meetings.

Financial Remarks:

None.

Executive Action:

Staff recommends that the Council accept this communication at the July 21, 2015 Common Council meeting.

Megan Watkins

From: Jon Schultz
Sent: Friday, May 29, 2015 8:30 AM
To: Carina Walters
Cc: Megan Watkins
Subject: July 21 Council Meeting

Carina and Megan,

I will be gone on a camping trip during the July 21 council meeting, so I'll need to be excused.

Thanks,

Jon E. Schultz II
Alderman, 3rd District, City of Burlington
JSchultz@Burlington-WI.gov
262.757.8580
<http://www.LifeInBurlington.com>
<https://www.facebook.com/LifeInBurlington>
<https://twitter.com/LifeInBTownWI>



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Common Council Agenda Item Number: 8	Date: July 21, 2015
Submitted By: City Staff	Subject: Reports 1-2

Details:

Attached please find the following reports:

Report 1 – Plan Commission minutes, June 9, 2015

Report 2 – Committee of the Whole minutes, July 7, 2015

Options & Alternatives:

N/A

Financial Remarks:

None.

Executive Action:

Staff recommends that the Common Council accept these Reports at the July 21, 2015 Common Council meeting.



Minutes
City of Burlington Plan Commission
June 9, 2015, 6:30 p.m.

Mayor Robert Miller called the Plan Commission meeting to order at 6:30 p.m. Roll call: Alderman Tom Vos; Commissioners Darrel Eisenhardt; John Lynch; Andy Tully; and Chris Reesman were present. Alderman Todd Bauman was excused.

APPROVAL OF MINUTES

Alderman Vos moved, and Commissioner Eisenhardt seconded to approve the minutes of May 12, 2015. All were in favor, and the motion carried.

LETTERS & COMMUNICATIONS

None

CITIZEN COMMENTS

None

PUBLIC HEARINGS

None

OLD BUSINESS

None

NEW BUSINESS

A. Consideration to approve a Site Plan application from The Peter Scherrer Group for property located at 665 McHenry Street to expand an existing building and parking lot lighting for Lavelle Industries, subject to Patrick Meehan's May 27, 2015 memorandum to the Plan Commission.

- Mayor Miller opened this item for discussion.
- There were no comments.

Alderman Vos moved, and Commissioner Reesman seconded to approve the Site Plan application to expand an existing building and parking lot lighting, subject to Patrick Meehan's May 27, 2015 memorandum to the Plan Commission as follows:

- Regarding the new outdoor lighting to serve the proposed new, expanded, off-street parking lot, outdoor lighting data has been submitted which indicates location, type, and illumination level (in foot-candles) of all outdoor lighting proposed to illuminate the site and appears to meet the requirements. All such lighting is to be the total cut-off luminaire type meeting the requirements.

- Proposed stormwater management facilities (and calculations) shall be indicated on a revised Site Plan submitted to the City if required by the City Engineer.

All were in favor and the motion carried.

ADJOURNMENT

Alderman Vos moved, and Commissioner Lynch seconded to adjourn the meeting at 6:32 p.m. *All were in favor and the motion carried.*

A handwritten signature in cursive script that reads "Kristine Anderson".

Recording Secretary
Kristine Anderson
Administrative Assistant



CITY OF BURLINGTON

Finance Department

300 N. Pine Street, Burlington, WI 53105
Phone: (262) 342-1170 Fax: (262) 342-1178
www.burlington-wi.gov

Common Council Agenda Item Number: 9	Date: July 21, 2015
Submitted By: Steve DeQuaker, Treasurer <i>SD</i>	Subject: Prepays and Vouchers

Details:

Attached please find the Prepaid and Voucher list for bills accrued through July 21, 2015:

Total Prepays:	\$169,069.27
Total Vouchers:	\$66,859.92
Reimbursements:	\$991.62
 Grand Total:	 <u><u>\$236,920.81</u></u>

Options & Alternatives: Approve expenditures as presented or alter purchasing procedures.

Financial Remarks: 5 Largest Disbursements on Prepays and Vouchers

1. Lynch Truck Center – 2015 Chevy/Silverado 1GC3CYCG5FZ540119 \$34,332.50
2. Ascent Aviation Group, Inc – 100LL Aviation Fuel \$30,707.78
3. Lynch Truck Center – 2015 Chevy/Silverado 1GC3CYCG0FZ540142 \$30,426.50
4. Burlington Volunteer Fire Dept. – Annual Payment to Fire Dept. Volunteers \$30,100.00
5. We Energies - Electric Service for 2100 S Pine Street 05/22/15 to 06/20/15 \$13,625.21

Executive Action:

Staff recommends that the Common Council accept these Prepays and Vouchers in the amount of \$236,920.81 at the July 21, 2015 Common Council meeting.

For Council Approval July 21, 2015

Prepays:	07/02/15	\$122,959.97
	07/10/15	\$46,109.30
Total Prepaids		<u>\$169,069.27</u>

Vouchers:	07/21/15	\$66,859.92
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Reimbursements:	07/10/15	\$991.62
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GRAND TOTAL		<u><u>\$236,920.81</u></u>
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GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period	
100-444412-000	PARKING VIOLATIONS							
	8923 ELLIOTT, JESSA		refund of parking ticket s/b Town of Burlington	06/14/15	06/14/2015	25.00	07/15	PD
100-454521-001	BOND FEES							
	607 Marathon County Courthouse	Breitrick, Calvin; Case: 14TR2587		BREITRICK	06/27/2015	177.78	07/15	PD
	2485 RACINE COUNTY CLERK OF COUR	Swanson, Kirk S; Case: 15-1334		WANSO 15-1334	06/26/2015	185.00	07/15	PD
	7314 MT PLEASANT POLICE DEPARTME	Dehoyos, Tammi; Case: 13-16964		DEHOYOS	06/13/2015	126.00	07/15	PD
	8922 CLARK COUNTY CLERK OF COURT	Breitrick, Calvin; Case: 15-515		BREITRICK	06/27/2015	430.50	07/15	PD
						919.28	*	
Total 100-454521						919.28		
100-515132-153	ADMIN - EBC							
	5090 EMPLOYEE BENEFITS CORPORATI	Medical Expense Invoice		2224885	06/16/2015	591.94	07/15	PD
100-515132-220	ADMIN - UTILITIES							
	3330 WE ENERGIES	5843-033-004 300 N Pine Street (split)		43033004JUNE15	06/25/2015	276.97	07/15	PD
Total ADMINISTRATOR						868.91		
100-515141-220	FINANCE - UTILITY SERVICES							
	3330 WE ENERGIES	5843-033-004 300 N Pine Street (split)		43033004JUNE15	06/25/2015	168.16	07/15	PD
100-515141-298	FINANCE - CONTRACT SERVICES							
	5128 TRANS UNION LLC	TRANS UNION LLC FINANCE		05514567	05/27/2015	3.80	07/15	PD
Total FINANCE						171.96		
100-525211-294	POLICE - BOARD/PRISONERS							
	2380 PETTY CASH POLICE DEPT	PETTY CASH POLICE FOOD FOR PRISONERS		JUNE2015	06/30/2015	9.95	07/15	PD
100-525211-310	POLICE - OFF SUPP-POSTAGE							
	2380 PETTY CASH POLICE DEPT	floral for families at the memorial		JUNE2015	06/30/2015	60.94	07/15	PD
Total POLICE DEPT.						70.89		
100-525220-157	FIRE - INSERVICE TRAINING							
	4354 GATEWAY - KENOSHA CAMPUS	Confined Space Oper		20326	06/19/2015	3,600.00	07/15	PD
100-525220-220	FIRE - UTILITY SERVICES							
	3330 WE ENERGIES	8403-026-057 Fire Dept 165 Washington St		03026057JUNE15	06/22/2015	938.48	07/15	PD
	3330 WE ENERGIES	8419-416-558 341 Origen St		19416558JUNE15	06/28/2015	11.86	07/15	PD
						950.34	*	
100-525220-242	FIRE - REPAIR & MAINT VEHICLES							
	2363 PETTY CASH - FIRE DEPT	Cap Connection		74611	06/26/2015	35.90	07/15	PD
100-525220-275	FIRE - VOLUNTEER FIRE DEPT							
	668 BURLINGTON VOLUNTEER FIRE DE	Annual Payment to Fire Dept Volunteers		2015	07/01/2015	30,100.00	07/15	PD
100-525220-298	FIRE- CONTRACT SERVICES							
	5128 TRANS UNION LLC	TRANS UNION LLC FIRE		05514567	05/27/2015	11.84	07/15	PD

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
Total FIRE DEPT.						34,698.08	
100-525231-220	BLDG INSP UTILITIES						
3330	WE ENERGIES	5843-033-004	300 N Pine Street (split)	43033004JUNE15	06/25/2015	49.46	07/15 PD
Total BUILDING INSP.						49.46	
100-535321-220	STREETS - UTILITIES						
3330	WE ENERGIES	1638-891-345	DPW Bldg Electric (split)	38891345JUNE15	06/25/2015	848.26	07/15 PD
3330	WE ENERGIES	8430-081-671	Gas 2200 S Pine (split)	430081671MAY15	06/24/2015	80.74	07/15 PD
						929.00	*
100-535321-225	STREETS - TELEPHONE						
4485	TDS	TDS DPW 262-539-3770 (SPLIT)		32-539-3770 06/15	06/19/2015	76.87	07/15 PD
100-535321-261	STREETS - LIGHTING						
3330	WE ENERGIES	0455-414-409	Traffic Lights	55414409JUNE15	06/18/2015	212.68	07/15 PD
3330	WE ENERGIES	0838-352-542	Parking Lot Lighting	38352542JUNE15	06/23/2015	21.58	07/15 PD
3330	WE ENERGIES	0850-628-152	N Pine & Jefferson	50628152JUNE15	06/23/2015	253.74	07/15 PD
3330	WE ENERGIES	2023-503-060	Stop Lights	23503060JUNE15	06/24/2015	137.58	07/15 PD
3330	WE ENERGIES	4404-149-064	300 N Main Street	04149064JUNE15	06/18/2015	36.23	07/15 PD
						661.81	*
100-535321-350	STREETS - REP MAINT SUPPLIES						
1670	KIMBALL MIDWEST	KIMBALL MIDWEST DPW ACCT #4249		4270985	07/02/2015	197.50	07/15 PD
100-535321-354	STREETS-PARKNG STRUCTR UTILITY						
1088	RUNDLE-SPENCE	IP Ball Valve Full Port - Parking Structure		S2380825.001	06/24/2015	99.23	07/15 PD
Total STREET ADMINISTRATION						1,964.41	
100-555551-220	PARKS - UTILITIES						
3330	WE ENERGIES	1638-891-345	DPW Bldg Electric (split)	38891345JUNE15	06/25/2015	424.13	07/15 PD
3330	WE ENERGIES	8430-081-671	Gas 2200 S Pine (split)	430081671MAY15	06/24/2015	40.38	07/15 PD
						464.51	*
100-555551-225	PARKS - TELEPHONE						
4485	TDS	TDS DPW 262-539-3770 (SPLIT)		32-539-3770 06/15	06/19/2015	38.43	07/15 PD
100-555551-298	PARKS - OUTSIDE SERVICES						
5128	TRANS UNION LLC	TRANS UNION LLC PARKS		05514567	05/27/2015	47.36	07/15 PD
Total PARKS						550.30	
Total GENERAL FUND						39,318.29	
251-555511-220	UTILITIES						
3330	WE ENERGIES	0810-148-657	PUBLIC LIBRARY	10148657JUNE15	06/26/2015	1,291.77	07/15 PD
3330	WE ENERGIES	5852-857-487	Library Gas	52857487JUNE15	06/25/2015	57.49	07/15 PD

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period	
						1,349.26	*	
251-555511-327	MATERIALS							
	3007	USA TODAY	USA TODAY LIBRARY ACCT 4188826	0615USA	06/30/2015	292.68	07/15	PD
	Total FUND EXPENSES					1,641.94		
	Total LIBRARY OPERATIONS FUND					1,641.94		
465-535321-802	DPW CAPITAL OUTLAY COMPUTER							
	1841	LYNCH TRUCK CENTER	2015 Chevy/Silverado 1GC3CYG0FZ540142	06/26/15	06/26/2015	30,426.50	07/15	PD
	1841	LYNCH TRUCK CENTER	2015 Chevy/Silverado 1GC3CYCGFZ540119	06/26/15 (2)	06/26/2015	34,332.50	07/15	PD
	Total STREET ADMINISTRATION					64,759.00	*	
	Total CAPITAL REPLACEMENT FUND					64,759.00		
621-575740-220	WWTP-ELECTRIC							
	3330	WE ENERGIES	0469-455-267 Highway 11 E State St	69455267JUNE15	06/18/2015	126.88	07/15	PD
	3330	WE ENERGIES	1887-026-576 Electric Sewer Plant	87026576JUNE15	06/20/2015	13,625.21	07/15	PD
	3330	WE ENERGIES	3602-583-285 4302 Lake St Electric	02583285JUNE15	06/21/2015	27.37	07/15	PD
	3330	WE ENERGIES	4847-248-215 S of Yahnke Rd/Pump Sta	47248215JUNE15	06/23/2015	152.35	07/15	PD
	3330	WE ENERGIES	4897-650-087 Springbrook Lift Station	97650087JUNE15	06/24/2015	52.04	07/15	PD
	3330	WE ENERGIES	7672-906-685 Lift Station 2224 S Milw	672906685MAY15	06/11/2015	204.95	07/15	PD
	3330	WE ENERGIES	8098-971-449 Sewer Lift - Fox River Landing	98971449JUNE15	06/14/2015	33.73	07/15	PD
						14,222.53	*	
621-575740-222	GAS							
	3330	WE ENERGIES	0862-239-067 2100 PINE ST	62239067JUNE15	06/24/2015	945.93	07/15	PD
	3330	WE ENERGIES	2663-378-614 Gas 624 S Pine St	63378614JUNE15	06/24/2015	9.57	07/15	PD
	3330	WE ENERGIES	3646-902-199 624 S Pine St	46902199JUNE15	06/24/2015	13.32	07/15	PD
						968.82	*	
621-575740-225	TELEPHONE							
	4485	TDS	TDS WWTP 262-539-3646	32-539-3646	06/15 06/19/2015	192.37	07/15	PD
	7692	VERIZON WIRELESS	SCADA WWTP Acct # 242013605-00001	9747062320	06/10/2015	40.82	07/15	PD
						233.19	*	
621-575740-298	CONTRACT SERVICE							
	5128	TRANS UNION LLC	TRANS UNION LLC WWTP	05514567	05/27/2015	11.84	07/15	PD
621-575740-310	OFFICE SUPPLIES, POSTAGE							
	2360	PETTY CASH WWTP	PETTY CASH WWTP POST OFFICE	2015JUNE	06/30/2015	49.00	07/15	PD
	5934	TIME WARNER CABLE-MILW	Time Warner WWTP Acct # 004-702658601-001	702658601	08/15 07/02/2015	124.94	07/15	PD
	Total WASTEWATER FUND EXPENSES					173.94	*	
	Total WASTEWATER OPERATIONS FUND					15,610.32		
622-506230-000	SUPPLIES							
	8392	BUSINESS RADIO LICENSING	Bus Radio License Renewal	062905M15	06/30/2015	535.00	07/15	PD

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
Total 622-506230						535.00	
622-509210-000	OFFICE SUPPLY						
	4485 TDS	TDS DPW 262-539-3770 (SPLIT)		32-539-3770 06/15	06/19/2015	76.87	07/15 PD
Total 622-509210						76.87	
622-509230-000	OUTSIDE SERVICES						
	5128 TRANS UNION LLC	TRANS UNION LLC WATER		05514567	05/27/2015	11.55	07/15 PD
Total 622-509230						11.55	
622-509350-000	GENERAL PLANT-SUPPLIES						
	3330 WE ENERGIES	1638-891-345 DPW Bldg Electric (split)		38891345JUNE15	06/25/2015	848.26	07/15 PD
	3330 WE ENERGIES	8430-081-671 Gas 2200 S Pine (split)		430081671MAY15	06/24/2015	80.74	07/15 PD
						929.00	*
Total 622-509350						929.00	
Total WATER UTILITY FUND						1,552.42	
623-575740-225	TELEPHONE						
	4655 PACIFIC TELEMAGEMENT SERV PTS - AIRPORT PAYPHONE			757499	06/19/2015	78.00	07/15 PD
Total 623-575740						78.00	
Total AIRPORT FUND						78.00	
Grand Total:						122,959.97	

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GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period	
100-454511-000	CLERKS REVENUE							
	8924 MCNAMARA, MARY		DEATH CERTIFICATE REFUND	8.070405	07/08/2015	3.00	07/15	PD
100-454521-001	BOND FEES							
	2485 RACINE COUNTY CLERK OF COUR		Bond - Edelman, William; Case: 15-9165	EDELMAN	06/26/2015	500.00	07/15	PD
	2485 RACINE COUNTY CLERK OF COUR		Bond - Vekeroff, Daniel; Case: 15-9262	VEKEROFF	06/28/2015	150.00	07/15	PD
						650.00	*	
Total 100-454521						650.00		
100-454591-000	PARK DEPT							
	8925 HALUZAK, SUSAN		REFUND PARK RESERVATION	1.048209	06/30/2015	200.00	07/15	PD
100-515132-225	ADMIN - TELEPHONE							
	7343 AT & T		AT & T ADMIN 262 R59-7549 674 8	262R5975490615	06/28/2015	252.18	07/15	PD
	7692 VERIZON WIRELESS		VERIZON ADMIN 286396851-00001	9747826308	06/23/2015	97.53	07/15	PD
						349.71	*	
100-515132-298	ADMIN - CONTRACT SERVICES							
	7044 E-vergent.com, LLC		BUS WIRELESS MONTHLY ACCT 1610	1610-61	07/07/2015	300.00	07/15	PD
Total ADMINISTRATOR						649.71		
100-515141-225	FINANCE - TELEPHONE							
	7343 AT & T		AT & T FINANCE 262 R59-7549 674 8	262R5975490615	06/28/2015	151.31	07/15	PD
	7692 VERIZON WIRELESS		VERIZON FINANCE 286396851-00001	9747826308	06/23/2015	86.75	07/15	PD
						238.06	*	
Total FINANCE						238.06		
100-525211-225	POLICE - TELEPHONE							
	7343 AT & T		AT & T POLICE 262 R59-7549 674 8	262R5975490615	06/28/2015	403.48	07/15	PD
	7692 VERIZON WIRELESS		VERIZON POLICE 286396851-00001	9747826308	06/23/2015	681.18	07/15	PD
						1,084.66	*	
Total POLICE DEPT.						1,084.66		
100-525220-225	FIRE - TELEPHONE							
	7692 VERIZON WIRELESS		VERIZON FIRE 286396851-00001	9747826308	06/23/2015	127.35	07/15	PD
Total FIRE DEPT.						127.35		
100-535321-225	STREETS - TELEPHONE							
	7692 VERIZON WIRELESS		VERIZON STREET 286396851-00001	9747826308	06/23/2015	40.74	07/15	PD
Total STREET ADMINISTRATION						40.74		
100-555551-265	PARKS - FESTIVAL EXPENSES							
	8770 Mystic Fireworks		Remaining Amount Due for 4th July Fireworks	2015 - JULY	07/09/2015	7,000.00	07/15	PD

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period	
Total PARKS						7,000.00		
Total GENERAL FUND						9,993.52		
251-555511-225	TELEPHONE							
	7343 AT & T	AT & T LIBRARY 262 R59-7549 674 8		262R5975490615	06/28/2015	201.74	07/15	PD
Total FUND EXPENSES						201.74		
Total LIBRARY OPERATIONS FUND						201.74		
621-575740-225	TELEPHONE							
	7692 VERIZON WIRELESS	VERIZON WWTP 286396851-00001		9747826308	06/23/2015	39.99	07/15	PD
Total WASTEWATER FUND EXPENSES						39.99		
Total WASTEWATER OPERATIONS FUND						39.99		
623-575740-200	FUEL FOR RESALE							
	8885 ASCENT AVIATION GROUP, INC	100LL AVIATION GASOLINE		308209	07/02/2015	30,707.78	07/15	PD
623-575740-225	TELEPHONE							
	7343 AT & T	AT & T AIRPORT 262 757-0907 307 4		26275709070615	06/25/2015	92.50	07/15	PD
Total 623-575740						30,800.28		
Total AIRPORT FUND						30,800.28		
875-232000	MUNICIPAL COURT DEP							
	2520 RACINE COUNTY TREASURER	RA CO JAIL SURCHARGES		2015JUNE	07/01/2015	1,007.50	07/15	PD
	2520 RACINE COUNTY TREASURER	RA CO DRIVER IMP SURCHARGES		2015JUNE	07/01/2015	279.00	07/15	PD
	7140 ST OF WISC CONTROLLER'S OFFIC	ST OF WI CONTROLLER OFFICE JUNE REMIT		2015JUNE	07/01/2015	3,787.27	07/15	PD
						5,073.77	*	
Total MUNICIPAL COURT FUND						5,073.77		
Grand Total:						46,109.30		

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GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
100-515111-399	CITY COUNCIL - PUBLICATION						
	2790 SOUTHERN LAKES NEWSPAPERS	Legals - CUP Hearing BCD Enterprises		209496	06/25/2015	56.76	07/15
Total CITY COUNCIL						56.76	
100-515132-220	ADMIN - UTILITIES						
	670 BURLINGTON WATER DEPT.	BURLINGTON WATER DEPT ADMIN		2ND QTR2015	07/01/2015	48.68	07/15
100-515132-310	ADMIN - OFF SUPP-POSTAGE						
	555 BURLINGTON AREA SCHOOL DIST.	BASD ADMIN PAPER		062215	06/22/2015	69.27	07/15
	1216 Office Copying Equipment, LTD	Copies (split)		C314325	06/30/2015	407.57	07/15
	1951 MENARDS	Acct # 32120261 (split)		83033	07/02/2015	21.48	07/15
Total ADMINISTRATOR						498.32	*
						547.00	
100-515140-310	CLERK - OFFICE SUPPLIES						
	1216 Office Copying Equipment, LTD	Copies (split)		C314325	06/30/2015	20.00	07/15
Total CITY CLERK						20.00	
100-515141-220	FINANCE - UTILITY SERVICES						
	670 BURLINGTON WATER DEPT.	BURLINGTON WATER DEPT FINANCE		2ND QTR2015	07/01/2015	48.67	07/15
100-515141-298	FINANCE - CONTRACT SERVICES						
	8646 EHLERS INVESTMENT PARTNERS	FINANCE ADVISORY SERVICE		063015	06/30/2015	215.60	07/15
100-515141-310	FINANCE - OFFICE SUPP/POSTAGE						
	555 BURLINGTON AREA SCHOOL DIST.	BASD FINANCE PAPER		062215	06/22/2015	46.18	07/15
	1951 MENARDS	Acct # 32120261 (split)		83033	07/02/2015	2.88	07/15
Total FINANCE						49.06	*
						313.33	
100-525211-211	POLICE - PHYSICALS						
	4154 AURORA HEALTH CARE	Acct #600003827 - Anderson, Mark		134575277	06/26/2015	91.00	07/15
100-525211-220	POLICE - UTILITY SERVICES						
	670 BURLINGTON WATER DEPT.	BURLINGTON WATER DEPT POLICE		2ND QTR2015	07/01/2015	618.28	07/15
100-525211-239	POLICE - EQUIPMENT NON CAPITAL						
	4001 RAY ALLEN MANUFACTURING, LLC	Ray Allen Manufacturing Police Supplies		320009	06/19/2015	260.98	07/15
100-525211-242	POLICE - REPAIR/MTCE EQUIP						
	2010 MILLER MOTOR SALES, INC.	MILLER MOTOR POLICE DEPT REPAIR		135260	06/12/2015	34.96	07/15
100-525211-244	POLICE - REPAIR & MAINTENANCE						
	1951 MENARDS	MENARDS POLICE ACCT 32120263		81505	06/15/2015	69.94	07/15
	1951 MENARDS	MENARDS POLICE ACCT 32120263		81518	06/15/2015	69.94	07/15
Total POLICE						139.88	*
100-525211-310	POLICE - OFF SUPP-POSTAGE						
	555 BURLINGTON AREA SCHOOL DIST.	BASD POLICE PAPER		062215	06/22/2015	138.54	07/15
	3635 RICHTER'S MARKETPLACE	Richter's - Police Dept		06/12/15PD	06/12/2015	29.63	07/15
	3635 RICHTER'S MARKETPLACE	water refill Police Dept		06/17/15PD	06/17/2015	5.85	07/15

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GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
	3635	RICHTER'S MARKETPLACE	water refill Police Dept	06/26/15PD	06/26/2015	5.85	07/15
						179.87	*
100-525211-344		POLICE - JANITOR SUPPLIES					
	1140	ELKHORN CHEMICAL & PACKAGING	ELKHORN CHEMICAL POLICE SUPPLIES	563307	06/19/2015	117.41	07/15
	2590	REINEMANS, INC.	MM 7PC SSAE Hex Bit Set	79557	06/18/2015	16.19	07/15
						133.60	*
100-525211-384		POLICE - CRIME PREVENTION					
	8726	CREATIVE SERVICES OF	Junior Officer Badge Stickers	D15-10221	06/10/2015	153.95	07/15
Total POLICE DEPT.						1,612.52	
100-525220-220		FIRE - UTILITY SERVICES					
	670	BURLINGTON WATER DEPT.	BURLINGTON WATER DEPT FIRE DEPT	2ND QTR2015	07/01/2015	613.68	07/15
100-525220-242		FIRE - REPAIR & MAINT VEHICLES					
	8926	K&M WELDING AND FABRICATING	1 set of aluminum dividers with hardware	654482	06/23/2015	367.00	07/15
100-525220-244		FIRE - REPAIR MAINT EQUIPMENT					
	1224	5 ALARM FIRE AND SAFETY	Annual MSA Flow Testing for Fire Dept	149195-1	06/26/2015	1,650.70	07/15
	1951	MENARDS	Menards - Acct 32120264	82447	06/25/2015	23.95	07/15
						1,674.65	*
100-525220-246		FIRE - REPAIR MAINT OFFICE EQ					
	3558	LARK UNIFORM OUTFITTERS	Lark Uniform - Fire Dept	198980	06/27/2015	61.19	07/15
Total FIRE DEPT.						2,716.52	
100-525231-298		BLDG INSP - CONTRACT					
	4069	MUNICIPAL SERVICES, LLC	MUNICIPAL SERVICES BLDG INSPECTIONS	201529	07/02/2015	256.50	07/15
	4069	MUNICIPAL SERVICES, LLC	MUNICIPAL SERVICES BLDG INSPECTIONS	201530	07/02/2015	228.00	07/15
						484.50	*
100-525231-310		BLDG INSP - OPERATING SUPPLIES					
	5906	MINUTEMAN PRESS OF BURLINGTON	Minuteman - Building Permit Application	24135	07/06/2015	168.50	07/15
Total BUILDING INSP.						653.00	
100-535321-159		STREETS - CLOTHING ALLOWANCE					
	117	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL958302	06/24/2015	67.36	07/15
100-535321-220		STREETS - UTILITIES					
	670	BURLINGTON WATER DEPT.	BURLINGTON WATER DEPT STREET DEPT	2ND QTR2015	07/01/2015	902.07	07/15
100-535321-298		STREETS - CONTRACT SERVICES					
	2790	SOUTHERN LAKES NEWSPAPERS	Laborer- TU SLN Help Wanted	208281	06/10/2015	1,056.00	07/15
	3070	WANASEK CORPORATION	WANASEK TRUCK SWEEPER	4878	06/16/2015	3,990.00	07/15
	5032	OUTDOOR LIGHTING CONST INC	Repair - Milw & BRIDGE	7099	06/25/2015	3,127.56	07/15
	5032	OUTDOOR LIGHTING CONST INC	Repair HWY 36 and WALMART	7120	06/24/2015	3,125.23	07/15
	5032	OUTDOOR LIGHTING CONST INC	Repair HWY 36 and WALMART	7121	06/24/2015	2,187.02	07/15
	5164	DONERITE JANITORIAL SERV INC.	DONERITE JANITORIAL JULY BILLING	2700	06/18/2015	360.00	07/15
	7473	CINTAS FIRST AID & SAFETY 445	CINTAS FIRST AID & SAFETY STREETS SUPPLIES	5003214129	06/22/2015	53.86	07/15
	8717	TRESTER HOIST & EQUIPMENT	service call for in plant work (split)	7215186	06/11/2015	108.00	07/15
						14,007.67	*
100-535321-310		STREETS - OFF SUPP/POSTAGE					
	555	BURLINGTON AREA SCHOOL DIST.	BASD DPW PAPER	062215	06/22/2015	69.27	07/15
	3715	AMERICAN PUBLIC WORKS ASSOC	APWA DPW PW.PAWSSHP	736400	06/15/2015	92.61	07/15

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						161.88	*
100-535321-350		STREETS - REP MAINT SUPPLIES					
	218	ASPHALT CONTRACTORS, INC	Asphalt Contractors - E-1 9.5mm	2015125	06/19/2015	134.41	07/15
	218	ASPHALT CONTRACTORS, INC	Asphalt Contractors - E-1 9.5mm	2015134	06/25/2015	59.33	07/15
	1370	GRAINGER	Grainger - air compressor	9768563109	06/17/2015	402.12	07/15
	1595	JERRY WILLKOMM INC.	Willkomm Inc - JWO EMD 15W-40 CJ-4	355165	06/17/2015	162.00	07/15
	2215	NELSON ELECTRIC SUPPLY	Lamps HPS 150W Ecolux	743795-00	06/12/2015	105.54	07/15
	2366	AUTO PARTS & SERVICE	Auto Parts & Service - DPW	669626	06/05/2015	150.83	07/15
	2590	REINEMANS, INC.	Reinemans - Streets Supplies	78816	06/09/2015	68.37	07/15
	2590	REINEMANS, INC.	Reinemans Street Dept	79462	06/17/2015	22.47	07/15
	2720	SHERWIN INDUSTRIES, INC.	SHERWIN INDUSTRIES DPW SUPPLIES	SS060685	06/16/2015	1,061.48	07/15
	3014	VERMEER WISCONSIN, INC	VERMEER DPW PARTS	20175373	06/18/2015	95.81	07/15
	3635	RICHTER'S MARKETPLACE	DPW (split)	06/18/15DPW(2)	06/18/2015	63.39	07/15
	3635	RICHTER'S MARKETPLACE	DPW (split)	06/19/15DPW	06/19/2015	31.39	07/15
	3795	OSI ENVIRONMENTAL, INC.	OSI DPW SUPPLIES	1025737	06/25/2015	37.00	07/15
	5043	IBD, LLC	IBD- Streets	110138681	06/23/2015	85.18	07/15
						2,479.32	*
100-535321-353		STREETS REP & MAINT PRKNG DECK					
	670	BURLINGTON WATER DEPT.	BURLINGTON WATER DEPT PARKING GARAGE	2ND QTR2015	07/01/2015	180.00	07/15
100-535321-354		STREETS-PARKNG STRUCTR UTILITY					
	2590	REINEMANS, INC.	1/2" BRS Pipe Cap	80068	06/25/2015	6.82	07/15
		Total STREET ADMINISTRATION				17,805.12	
100-545430-298		ANIMAL SHELTER					
	709	WISCONSIN HUMANE SOCIETY	ANIMAL SHELTER CONTRACT JUNE	472	07/01/2015	728.26	07/15
		Total DOG POUND				728.26	
100-555514-399		SENIOR CITIZENS DONATION					
	670	BURLINGTON WATER DEPT.	BURLINGTON WATER DEPT SENIOR CENTER	2ND QTR2015	07/01/2015	124.95	07/15
		Total SENIOR CITIZENS DONATION				124.95	
100-555551-159		PARKS - CLOTHING					
	117	ALSCO	ALSCO DPW (split) Customer # 074780	IMIL958302	06/24/2015	30.00	07/15
100-555551-220		PARKS - UTILITIES					
	670	BURLINGTON WATER DEPT.	BURLINGTON WATER DEPT PARK DEPT	2ND QTR2015	07/01/2015	1,790.28	07/15
100-555551-298		PARKS - OUTSIDE SERVICES					
	858	COMPLETE TREE SERVICE, LLC	DPW - tree removal	208747	06/18/2015	900.00	07/15
	858	COMPLETE TREE SERVICE, LLC	grubbed stump	208750	06/18/2015	125.00	07/15
	858	COMPLETE TREE SERVICE, LLC	COMPLETE TREE SERVICE GRUBBING STUMPS	208771	06/26/2015	585.00	07/15
	2330	PATS SERVICES, INC	CITY OF BURLINGTON COMPOST SITE	A-113275	06/17/2015	90.00	07/15
	2330	PATS SERVICES, INC	CITY OF BURLINGTON DEVOR PARK	A-113478	06/22/2015	90.00	07/15
	5164	DONERITE JANITORIAL SERV INC.	DONERITE JANITORIAL JULY BILLING	2700	06/18/2015	180.00	07/15
	7473	CINTAS FIRST AID & SAFETY 445	CINTAS FIRST AID & SAFETY PARKS SUPPLIES	5003214129	06/22/2015	53.86	07/15
	8717	TRESTER HOIST & EQUIPMENT	service call for in plant work (split)	7215186	06/11/2015	54.00	07/15
						2,077.86	*
100-555551-350		PARKS - REPAIR/MTCE SUPPLIES					
	1820	LOIS TIRE SHOP, INC.	LOIS TIRE - Unit 104	369097	06/24/2015	27.89	07/15
	1951	MENARDS	MENARDS PARK DEPT	82149	06/22/2015	20.98	07/15

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	2587	REINDERS INC	Reinders, Inc - Unit 108	1590724-00	06/24/2015	603.52	07/15
	2587	REINDERS INC	Reinders, Inc - Unit 108	1590836-00	06/24/2015	56.45	07/15
	2590	REINEMANS, INC.	MM10PC Magnet Nutsetter	79646	06/19/2015	12.59	07/15
	2590	REINEMANS, INC.	3/4 Galv Plug	79653	06/19/2015	2.06	07/15
	2590	REINEMANS, INC.	WP 2PK 60W Bug Bulb	80071	06/25/2015	10.76	07/15
	4351	TEREX SERVICES	Holder, Long Reach Saw	408192	06/19/2015	244.15	07/15
	5043	IBD, LLC	IBD- Parks	110138681	06/23/2015	42.59	07/15
	7406	OTTO PAAP CO, INC	Otto Paap - Parts for weed trimmers	12232	06/22/2015	788.00	07/15
						1,808.99	*
	Total PARKS					5,707.13	
100-565641-298	PLAN COMM - CONTRACT SVCS						
	1940	MEEHAN & COMPANY, INC.	MEEHAN & COMPANY APRIL BILLING	2015JUNE	06/30/2015	2,231.47	07/15
100-565641-310	PLAN COMM - SUPPLIES, POSTAGE						
	1216	Office Copying Equipment, LTD	Copies (split)	C314325	06/30/2015	20.00	07/15
	Total PLANNING COMMISSION					2,251.47	
100-575710-299	GARBAGE- CNTRCT SVCS LANDFILL						
	1595	JERRY WILLKOMM INC.	Willkomm Inc - DPW supplies	355165	06/17/2015	48.20	07/15
	4217	KAPUR & ASSOCIATES, INC.	15.0107.01 Burlington Landfill 2015-2016	85023	06/18/2015	3,761.50	07/15
						3,809.70	*
	Total GARBAGE COLLECTION					3,809.70	
	Total GENERAL FUND					36,345.76	
251-555511-220	UTILITIES						
	670	BURLINGTON WATER DEPT.	BURLINGTON WATER DEPT LIBRARY	2ND QTR2015	07/01/2015	213.30	07/15
251-555511-310	OFFICE SUPPLIES, POSTAGE						
	555	BURLINGTON AREA SCHOOL DIST.	BASD LIBRARY PAPER	062215	06/22/2015	115.45	07/15
	Total FUND EXPENSES					328.75	
	Total LIBRARY OPERATIONS FUND					328.75	
621-575740-159	CLOTHING ALLOWANCE						
	117	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL955874	06/17/2015	93.77	07/15
	117	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL958304	06/24/2015	69.93	07/15
						163.70	*
621-575740-221	WATER						
	670	BURLINGTON WATER DEPT.	BURLINGTON WATER DEPT WWTP	2ND QTR2015	07/01/2015	6,836.05	07/15
621-575740-242	REPAIR, MAINTENANCE VEHICLES						
	5477	BUMPER TO BUMPER BURLINGTON	BUMPER TO BUMPER WWTP	288558	06/26/2015	60.17	07/15
621-575740-244	REPAIRS, MAINT EQUIPMENT						

20	A TO Z REFRIGERATION	Repaired AC labor & parts	87943	06/23/2015	242.48	07/15
117	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL955874	06/17/2015	10.02	07/15
117	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL958304	06/24/2015	10.02	07/15
117	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL958305	06/24/2015	111.84	07/15
					374.36	*
621-575740-248	PLANT OPERATION					
100	L.W. ALLEN, INC.	LW ALLEN PUMP REPAIR	099016	06/18/2015	2,832.28	07/15
100	L.W. ALLEN, INC.	LW ALLEN WWTP PUMP REPAIR	099034	06/23/2015	14,569.00	07/15
1513	INLAND POWER GROUP	INLAND YEARLY MAINTENANCE & TESTING	1462721-00	06/16/2015	950.00	07/15
					18,351.28	*
621-575740-249	LABORATORY					
117	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL955874	06/17/2015	4.71	07/15
117	ALSCO	ALSCO WWTP (split) Cust # 012230	IMIL958304	06/24/2015	100.71	07/15
117	ALSCO	ALSCO WWTP Cust # 012231 (split)	IMIL958305	06/24/2015	73.81	07/15
					179.23	*
621-575740-310	OFFICE SUPPLIES, POSTAGE					
555	BURLINGTON AREA SCHOOL DIST.	BASD WWTP PAPER	062215	06/22/2015	46.18	07/15
621-575740-330	SEWER - INSRVC TRNG & TRAVEL					
3635	RICHTER'S MARKETPLACE	DPW (split)	06/18/15DPW(2)	06/18/2015	63.38	07/15
3635	RICHTER'S MARKETPLACE	DPW (split)	06/19/15DPW	06/19/2015	31.39	07/15
					94.77	*
621-575740-374	SAFETY					
1951	MENARDS	MENARDS WWTP ACCT #32120265	82162	06/22/2015	79.94	07/15
Total WASTEWATER FUND EXPENSES					26,185.68	
Total WASTEWATER OPERATIONS FUND					26,185.68	
622-509030-000	OFFICE SUPPLIES					
117	ALSCO	ALSCO DPW - Water Customer #025570	IMIL955873	06/17/2015	34.53	07/15
117	ALSCO	ALSCO DPW - Water Customer #025570	IMIL958303	06/24/2015	34.53	07/15
					69.06	*
Total 622-509030					69.06	
622-509210-000	OFFICE SUPPLY					
555	BURLINGTON AREA SCHOOL DIST.	BASD WATER PAPER	062215	06/22/2015	69.27	07/15
3635	RICHTER'S MARKETPLACE	DPW (split)	06/18/15DPW(2)	06/18/2015	63.38	07/15
3635	RICHTER'S MARKETPLACE	DPW (split)	06/19/15DPW	06/19/2015	31.39	07/15
					164.04	*
Total 622-509210					164.04	
622-509230-000	OUTSIDE SERVICES					
8717	TRESTER HOIST & EQUIPMENT	service call for in plant work (split)	7215186	06/11/2015	108.00	07/15
Total 622-509230					108.00	
622-509350-000	GENERAL PLANT-SUPPLIES					
5043	IBD, LLC	IBD- WATER	110138681	06/23/2015	85.18	07/15
5164	DONERITE JANITORIAL SERV INC.	DONERITE JANITORIAL JULY BILLING	2700	06/18/2015	360.00	07/15

GL Acct No	Vendor	Vendor Name	Description	Invoice No	Inv Date	Amount	Period
						445.18	*
Total 622-509350						445.18	
Total WATER UTILITY FUND						786.28	
623-575740-242	REPAIR,MAINTENANCE EQUIPMENT						
	8927 QT PETROLEUM ON DEMAND	DISPLAY ASSEMBLY 4 x 40		55260	06/22/2015	547.59	07/15
	8927 QT PETROLEUM ON DEMAND	OVERLAY, QTPOD GREEN		55260A	06/26/2015	265.86	07/15
						813.45	*
623-575740-245	REPAIR,MAINTENANCE GROUNDS						
	5880 F & W LANDSCAPE SPEC.	F & W LANDSCAPE AIRPORT CUTTING		2969	07/01/2015	2,400.00	07/15
Total 623-575740						3,213.45	
Total AIRPORT FUND						3,213.45	
Grand Total:						66,859.92	

Dated: _____

Motion for Approval by: _____

Motion Seconded by: _____

Emp No	Name	21-01 MISC REIMB Emp Amt	22-00 MOVING EXP Emp Amt	-00 Emp Amt	23-01 MILEAGE Emp Amt	23-02 MEALS Emp Amt	23-03 OTHER TRAV Emp Amt	Total Amounts
100011287	DEQUAKER, STEVEN J.	.00	.00	.00	186.98	.00	.00	186.98
100041362	RICE, WILLIAM T.	.00	.00	.00	.00	40.00	.00	40.00
100041408	ZMUDZINSKI, BRIAN J.	742.50	.00	.00	.00	.00	.00	742.50
100081203	SCHNUPP, JOY H.	22.14	.00	.00	.00	.00	.00	22.14
Grand Totals:	4 Employees	764.64	.00	.00	186.98	40.00	.00	991.62



CITY OF BURLINGTON

City Clerk

300 N. Pine Street, Burlington, WI, 53105
(262) 342-1161 – (262) 763-3474 fax
www.burlington-wi.gov

Common Council Agenda Item Number: 10	Date: July 21, 2015
Submitted By: Diahnn Halbach, City Clerk	Subject: Licenses & Permits

OPERATOR'S LICENSES

Operator's Licenses (aka Bartender's License) shall be issued to individuals 18 years of age or over who do not have an arrest or conviction record subject to secs. 111.321, 111.322, and 111.335 and will be responsible for supervising activities on Class "A" beer, Class "B" beer, "Class B" intoxicating liquor, and "Class A" intoxicating liquor and "Class C" wine on premises during required hours in absence of the licensee or approved agent of licensed business.

Willis, Jessica
Jauregui, Rose
Henderson, Savanna
Downey, Erica
Kieffer, Melissa
Schneider, Mark
Aull, Nicole
O'Malley, Cora
Crandall, Deborah
Abigail Miller
Amber Rasmussen
Krista Davis
Nicholas Sanders

BUSINESS LIQUOR LICENSE APPLICATION – NONE

SPECIAL EVENT PERMIT APPLICATION – PLEASE SEE ATTACHED LIST

Financial Remarks:

Applicants are charged a fee of which a portion funds the background checks performed by the Police Department. Business license fees are calculated on a case by case basis depending on the type of license applied for.

Executive Action:

Staff recommends the Common Council accept the presented licenses at the July 21, 2015 Common Council meeting.

UPCOMING SPECIAL EVENTS - 2015

Event: Maxwell Street Days / Taste of Burlington
Event Date: July 24 – 25, 2015
Organization: Chamber of Commerce
Event Location: Citywide and Downtown – Taste of Burlington in Wehmhoff Park
Event Contact: Jan Ludtke / Michelle Peterson
Expected Attendance: 200+
Start/End: 8 a.m. – 6 p.m. (both days)

Event: Burlington Lion's Club Annual Street Dance
Event Date: July 30, 2015
Organization: Burlington Lion's Club
Event Location: Chestnut Loop
Event Contact: Jim Bonton / Tim Beix
Expected Attendance: 200+
Start/End: 7 p.m. – 11 p.m.

Event: Kids Fest
Event Date: August 1, 2015
Organization: Life Bridge Community Church
Event Location: Echo Park
Event Contact: Jon Thorngate
Expected Attendance: 200+
Start/End: 10 a.m. – 3 p.m.

Event: CATHE Street Dance
Event Date: August 7, 2015
Organization: CATHE Center
Event Location: Chestnut Loop
Event Contact: Thomas Nicolai
Expected Attendance: 200+
Start/End: 6 p.m. – 10 p.m.

Event: Tall Tales Music Festival
Event Date: August 15, 2015
Organization: Coffee House @ Chestnut & Pine
Event Location: 492 N. Pine Street
Event Contact: Patrick Sullivan / Carly Hurley
Expected Attendance: 1000+
Start/End: 9 a.m. – 11 p.m.



CITY OF BURLINGTON

Administration Department
300 N. Pine Street, Burlington, WI, 53105
(262) 342-1161 – (262) 763-3474 fax
www.burlington-wi.gov

Common Council Item Number: 12A	Date: July 21, 2015
Submitted By: Carina Walters, City Administrator	Subject: A Public Hearing to discuss a rezone request for property at 200 Bridge Street.

Details:

A Public Hearing has been scheduled to hear comments and concerns from the public regarding an amendment request to the PUD District for Fox Crossing Apartments at 200 Bridge Street. Ordinance 1970(4), creating the PUD District at 200 Bridge Street, was approved in 2013 for the construction of two 24-unit multi-family buildings. Phase one construction of the project was completed in the beginning of 2015 with the construction of the first apartment building.

The applicant is requesting an amendment to allow for an increase in the density on the second building with an additional fourth floor and 8 additional units, as part of Phase 2. The applicant is further requesting an amendment to the PUD District to allow for a departure from the M-4 District parking requirements and allowing for a 2.05 ratio of parking stalls per unit instead of the required 2.42 ratio. For your convenience, a spreadsheet is attached depicting the requirements and recommendation by the applicant.

Options & Alternatives:

For public comment only.

Financial Remarks:

None.

Executive Action:

This item for a Public Hearing at the July 21, 2015 Common Council.

STATE OF WISCONSIN
COUNTY OF RACINE
The Common Council in and for the City of Burlington

NOTICE OF PUBLIC HEARING

To Whom It May Concern:

NOTICE is hereby given that FCBA, LLC, owner of property located at **200 Bridge Street**, requests an amendment to the Planned Unit Development (PUD) that was approved as Ordinance 1970(4) on September 3, 2013. The applicant would like to increase the residential density and depart from the M-4 District parking requirements.

NOTICE IS FURTHER GIVEN that a Public Hearing on the above matter will be held by the Common Council in the Council Chambers at the Police Department, 224 East Jefferson Street, City of Burlington on:

TUESDAY, JULY 21, 2015 DURING THE MEETING OF THE COMMON COUNCIL SCHEDULED TO BEGIN AT 6:30 P.M. OR SHORTLY THEREAFTER

To hear any persons objecting to, or in support thereof, on the above mentioned matter.

Legal Description:

A REDIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 2817, BEING A PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 19 EAST, CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN.

Owner:	FCBA, LLC
Applicant:	FCBA, LLC and Bear Development, LLC
Applicant Address:	4011-80 th Street, Kenosha, WI 53142
Location:	200 Bridge Street
Existing Zoning:	Rm-4, Multiple-Family Residence District with a FW Floodway District, FFO Flood-fringe Overlay, SWO Shoreland Wetland Overlay, and a PUD Planned Unit Development Overlay
Proposed Use:	Multi-family apartment building – Phase II

Dated at Burlington, Wisconsin, this 30th day of June, 2015

Diahnn Halbach, City Clerk

*Published in the **Burlington Standard Press**
July 2 & 9, 2015*



CITY OF BURLINGTON

Administration Department

300 N. Pine St. Burlington, WI, 53105

(262) 342-1161 – (262) 763-3474 fax

www.burlington-wi.gov

Common Council Item Number: 13 A	Date: July 21, 2015
Submitted By: Carina Walters, City Administrator	Subject: Resolution 4734(8) to consider a contract with Northern Illinois University Center for Governmental Studies to conduct the 2015 Strategic Planning Session.

Details:

Recently, proposals were sought from strategic planning facilitators to develop and facilitate the 2015 – 2018 Plan at the request and direction of the Mayor and Common Council. A Strategic Plan will help serve as an organizational roadmap to address critical issues, find innovative ways to achieve goals, use resources efficiently and effectively and anticipate issues and develop policies to meet future needs. The last Strategic Planning Session was conducted in 2012 by Voorhees Associates, LLC.

After completing the review of two potential firms (proposals attached) which included GovHR, LLC and Northern Illinois University (NIU), staff recommends approving an agreement with NIU. The GovHR, LLC proposal is included for \$9,550. The attached contract includes examining and assessing the current environment, determining strategic priorities, establishing measurable outcomes and creating a three-year strategic plan by working with the Mayor, Council and staff. An optional session is offered to develop action plans with staff to ensure goals and priorities are achieved within the targeted deadlines. Staff recommends including the optional session with this contract. The fee to conduct the Strategic Plan session is a base of \$6,650 plus travel expenses from Chicago. The optional session is \$2,000 for an approximate total of \$9,650.

Details regarding a date and time for this session will be forthcoming after approval of a contract with the facilitator.

Options & Alternatives:

The Common Council could choose to seek further bids for this session, or seek to not conduct a session at all. Moving forward now will allow the results to be incorporated into our 2015 budget session.

Financial Remarks:

The fee to conduct the Strategic Plan session is a base of \$6,650 plus travel expenses from Chicago. The optional session is \$2,000 for an approximate total of \$9,650.

Executive Action:

This item was discussed at the July 7, 2015 Committee of the Whole meeting and will be heard for consideration at the July 21, 2015 Common Council Meeting.

Resolution No. 4734(8)
Introduced by: Committee of the Whole

**A RESOLUTION APPROVING AN AGREEMENT WITH NORTHERN ILLINOIS
UNIVERSITY CENTER FOR GOVERNMENTAL STUDIES FOR THE DEVELOPMENT
AND FACILITATION OF A STRATEGIC PLANNING WORKSHOP**

WHEREAS, the City of Burlington from time to time seeks to conduct Strategic Planning Workshops; and,

WHEREAS, Northern Illinois University (NIU) Center for Governmental Studies has been recommended for such services; and,

WHEREAS, the fee for such services from NIU Center for Governmental Studies will not exceed \$9650 plus travel expense fees from Chicago, as indicated in the attached agreement, attached hereto as Attachment "A".

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that a retaining Northern Illinois University (NIU) Center for Governmental Studies to develop and facilitate a Strategic Planning Workshop is hereby approved.

BE IT FURTHER RESOLVED that the Mayor be and are hereby authorized and directed to execute such agreement on behalf of the City.

Introduced: July 7, 2015
Adopted:

Robert Miller, Mayor

Attest:

Diahnn Halbach, City Clerk

May 28, 2015

Carina Walters
City Administrator
City of Burlington
300 North Pine Street
Burlington, WI 53105

RE: Proposal to provide strategic planning services

Dear Ms. Walters;

Based upon our recent discussion, and in response to the City of Burlington's interest in strategic planning, the attached proposal has been prepared for your consideration. The approach draws upon time-tested methods but is tailored to the circumstances in the City of Burlington.

The proposal addresses the following needs we discussed:

- Assess the current environment – determine strategic priorities
- Establish measurable outcomes
- Create a strategic plan for the next 3 years

I will facilitate the sessions and conduct all related work on the project. I have over thirty years of experience as a city manager and consultant to local government. Additional information on my background as well as references and information about the Center for Governmental Studies is attached.

Thank you for the opportunity to present this proposal. I look forward to working with you.



Craig R. Rapp
Senior Associate
President, Craig Rapp, LLC

Proposal

The following describes in detail the strategic planning process proposed for the City of Burlington. An optional session to assist the staff with strategy implementation has also been provided.

Session #1- Environmental Scan, Strategic Profile –2-3 hour meeting

An environmental scan –or a detailed review of the organization and its operating environment, is employed as a preliminary step in a strategic planning process. It provides a detailed profile of the organization and its capacity, as well as an examination of the primary external influences that impact organizational performance. This will be developed by staff, but includes consultant support and guidance in the form of templates, examples, and approaches for the development of a useful environmental scan.

- a. Review organizational context with City Administrator
- b. Recommend environmental scanning approach
- c. Present examples and outline an approach for consideration
- d. Provide advice and support as needed
- e. Review documents and organize environmental scan
- f. Present/co-present to City Council

Session #2- Examine the Environment- SWOT Analysis, Identify Strategic Priorities– 3 hour meeting. The first session will be dedicated to examining the internal and external environment within which the City operates. A facilitated process using information generated by a SWOT questionnaire filled out in advance by the Council, City Administrator and senior staff will yield a set of 4-6 strategic priorities. A review of the organizations culture and value proposition will also occur. The culture and value proposition discussion will include a brief review of mission, vision and value concepts.

- a. Develop and distribute SWOT questionnaire
- b. Review and compile questionnaire results
- c. Facilitate session
- d. Summarize results- prepare agenda materials
- e. Incorporate results into follow-up session

Session #3 – Establish Outcomes, Key Indicators, Performance Targets; determine follow-up—5 hour meeting

The second session will be dedicated to the development of desired outcomes, Key Indicators, and performance targets. The session will conclude with a discussion of strategic initiatives, which will reflect the specific projects to be undertaken.

- a. Prepare background materials
- b. Review previous session discussion/results
- c. Discuss plans/documents with City Administrator
- d. Facilitate session
- e. Summarize results

**Optional Session – Develop Strategic Initiative Action Plans – 3 hour meeting This session will be conducted with the management staff and will focus exclusively on finalizing the strategic initiatives and creating detailed action plans for each strategic priority, in line with the Key Outcome Indicators/performance targets. Action plans need to be developed in sufficient detail to establish accountability and make the effort real. The session

will include a review of the strategic planning process to provide guidance on the development of effective plans.

- a. Meetings with City Administrator
- b. Prepare background materials
- c. Review previous session discussion/results
- d. Facilitate session, train group
- e. Summarize results

Summary Report. A summary report, detailing the process, including the draft action plan developed, will be prepared and submitted to the City.

- a. Prepare summary report

Proposed Fee

The fee for the proposed process is \$6,650.00.

The fee for the Optional Strategy Implementation Session with the staff is \$2,000.00.

Fees are exclusive of travel to-from Chicago. Travel will be billed at actual cost, not to exceed \$550.00 without advance approval from the City of Burlington.

Select the process by placing an (X) in all boxes that apply:

☐ \$6,650.00- facilitated strategic plan with Priorities, KOI's and Performance Targets

☐ \$2,000.00- optional session-develop action plans with staff

Please indicate below if these terms are acceptable and return two signed copies to:

Dawn Peters
Center for Governmental Studies
Monat Building
Northern Illinois University
DeKalb, IL 60115

for the City of Burlington

Date

Dawn S. Peters

for the Center for Governmental Studies

5/28/2015

Date

REFERENCES

Recent strategic planning projects led by Craig Rapp:

1. City of River Falls, WI
2. City of Eau Claire, WI
3. Waukesha County, WI
4. Village of Lombard, IL
5. Village of Glencoe, IL
6. Village of Roselle, IL
7. Village of Lemont, IL
8. Village of Lake in the Hills, IL
9. Village of Cary, IL
10. Village of New Lenox, IL
11. City of Joliet, IL

Contact:

Scot Simpson, City Administrator, City of River Falls- ssimpson@RFCITY.ORG, 715-426-3402
Mike Huggins, Retired City Manager, City of Eau Claire- hugginsmw@gmail.com; 715-379-5811
Allison Bussler, Director of Public Works (former Chief of Staff)-abussler@waukeshacounty.gov; 262-548-7740
Scott Niehaus, Village Manager, Village of Lombard- NiehausS@villageoflombard.org; 630-620-5705
Phil Kiraly, Village Manager, Village of Glencoe- philipk@villageofglencoe.org; 847-461-1101
Jeff O'Dell, Village Administrator, Village of Roselle- jodell@roselle.il.us; 630-671-2808
George Schafer, Village Administrator, Village of Lemont- Lemont-gschafer@lemont.il.us; 630-257-1590
Christopher Clark, Village Administrator, Village of Cary, cclark@caryillinois.com; 847-639-0003
Kurt Carroll, Village Administrator, Village of New Lenox- kcarroll@newlenox.net; 815-462-6400
Jim Hock, City Manager, City of Joliet- jhock@jolietcity.org; 815-724-3722

CONSULTANT QUALIFICATIONS

Craig Rapp, Senior Associate-Center for Governmental Studies and President, Craig Rapp, LLC is a nationally recognized speaker, a former city manager, and the former Director of Consulting for the International City-County Management Association (ICMA). Mr. Rapp speaks and conducts workshops throughout the United States on a wide range of subjects such as: dealing with difficult political environments, performance excellence, shared services/delivery optimization, lean thinking, authentic leadership and living your true purpose.

The focus of his practice is leadership development, strategic planning and optimizing organizational performance. He has more than thirty years of experience as a senior executive in both the public and private sectors, including service as city manager in three cities, senior director at a regional council, and vice president of a local government consulting firm. He has a master's degree in public administration, a bachelor's degree in

urban studies, holds a Credentialed Manager designation from ICMA, and has completed the Senior Executive Institute at the University of Virginia.

About NIU Outreach and NIU Center for Governmental Studies

NIU Outreach was launched in 2002 to enhance connections between Northern Illinois University and the communities it serves. NIU Outreach is a center of excellence that emphasizes *engagement*, that is, partnerships that anticipate and support the *present and future* needs of the northern Illinois region. Working together with individuals, groups and organizations, NIU Outreach creates solutions by leveraging university and regional resources. For more information on NIU Outreach, please call toll-free (866) 885-1239, e-mail NIUOutreach@niu.edu or visit www.outreach.niu.edu.

The **NIU Center for Governmental Studies** is a public service, applied research, and public policy development organization. Its mission is to be a leader in providing services that contribute to the economic well being of the State of Illinois and in advancing the capacities of government at all levels, to develop policies, and to manage and evaluate their program services. The CGS also is a state data center for the U.S. Census.

CGS research and services includes work in economic and community development, association management, health care research, workforce development, educational planning and performance, social welfare, and data and mapping. Clients include municipal, county, state and federal agencies, as well as nonprofit and for-profit organizations.

The CGS was founded in 1969 and is part of the NIU Outreach Programs and Services department. For more information, please call (815) 753-1907 or visit www.cgsniu.org. The fax number is (815) 753-2305.



Carina Walters
City Administrator
City of Burlington
300 N. Pine St.
Burlington, WI 53105

May 28, 2015

Dear Ms. Walters:

Thank you for the opportunity to provide you a proposal to work with the City in facilitating and developing a strategic plan.

Qualifications and Experience

GovHR USA, LLC ("GovHR") is a public sector management consulting firm specializing in executive recruitment and management consulting. The company was formed as Voorhees Associates in 2009; however, most of our Consultants also worked together previously at The PAR Group. The PAR Group was a public sector management consulting firm in business for over 30 years.

GovHR USA offers a range of services exclusively for public agencies and non-profit organizations. They include Executive Recruiting, Staffing, Human Resources Consulting, Management Consulting, and Professional Development.

Our organization has a staff of 15 consultants, both generalists and specialists (public safety, finance, parks, etc.), who are based in Arizona, Michigan, Illinois and Wisconsin.

It is a pleasure for GovHR USA to provide the City of Burlington with a proposal for Strategic Planning. The following is a biography of the consultant assigned to the engagement, the proposed scope of services and the cost structure for this project.

Consultant Assigned to the Study

Lee Szymborski, Senior Vice President

Lee Szymborski is a Senior Vice President with GovHR USA, working on both executive search and general management consulting assignments. He has more than 33 years of experience in local government administration.

Mr. Szymborski's experience spans both Wisconsin and Illinois communities. Mr. Szymborski served more than 15 years as City Administrator in Mequon, Wisconsin. Mequon is a full service city with \$30 million in combined budgets, and more than 170 employees serving 23,000 residents. In

addition to his Wisconsin service in Mequon, he also worked for the City of Wauwatosa and Milwaukee County. In Illinois, he served for 12 years as Assistant Village Manager in Buffalo Grove.

Mr. Szymborski's track record points to a results-oriented approach to municipal government management. That is demonstrated by his work including the purchase of a \$14 M private water utility that has seen its customer base increase under city ownership (Mequon); reorganizing city departments and reducing workforce costs in an organizationally sensitive manner (Mequon); spearheading a 10- community oversight committee to secure the startup of commuter rail service (Metra) on the WI Central railway (Buffalo Grove); and re-purposing TIF funds to provide incentives that secured a \$16 M mixed-use development in Mequon's Town Center. He is additionally skilled in budgeting, personnel administration, community engagement efforts and strategic planning.

Mr. Szymborski's experience in recruiting key staff extends back to his management roles in both Buffalo Grove and Mequon. In Buffalo Grove, he handled for the Village Manager all aspects of recruiting department heads and other members of the management team. In Illinois, he was also the chief recruiter for executive director positions for two intergovernmental agencies serving the northwest Chicago suburbs. During his 15 years in Mequon, Mr. Szymborski recruited all members of the City's management team.

Since joining GovHR USA in 2014, Mr. Szymborski has assisted or managed more than 15 executive searches for communities in Wisconsin, Illinois, Missouri and Massachusetts. His recent searches include City and County Administrator and department head positions for the Wisconsin communities of Lake Geneva, Waukesha, Franklin, Wausau and Eau Claire County; and he has also assisted or managed local government and intergovernmental agency searches in Illinois, Missouri and Massachusetts. He has done management studies for several Wisconsin communities and has facilitated strategic planning retreats and written plans for the City of Eau Claire and the Wisconsin City/County Management Association. He has also been part of GovHR USA's classification and compensation studies in several Wisconsin and Illinois communities.

Mr. Szymborski has published articles in *Public Management* magazine, and is an adjunct instructor at Upper Iowa University – Milwaukee Center. He holds a B.A. in Political Science, and an M.S. in Urban Affairs, both from the University of Wisconsin – Milwaukee. He is a past-president of the Mequon-Thiensville Sunrise Rotary Club, where he has been an active member since 1999. Mr. Szymborski serves on the Board of Directors for the Mequon Nature Preserve. He was the 2014 recipient of the Mequon – Thiensville Chamber of Commerce's Distinguished Service Award.

Strategic Planning – A Proposed Scope

Task	Description	Method
Task 1 - Preparation and Initial Project Meeting	Meet with the City Administrator and other key stakeholders, to review expectations, anticipated participants, scope, methodology and timeline.	In-person meeting

Task	Description	Method
Task 2 – Review and Evaluate the City of Burlington’s previous Strategic Plan, identify all items accomplished.	As a prelude to developing a follow-up plan to the expiring strategic plan, this step suggests a review of the current plan prior to the strategic planning workshop, and the next tasks described below.	In-person meeting or conference call with the City Administrator and key staff to review the old strategic plan’s goals, objectives and strategic initiatives. This will enhance our understanding knowing which goals and objectives may be eliminated because they have been achieved and/or are now part of the organization’s policies or operations. This review will identify very specific, one-time initiatives in the old plan that have been achieved and/or institutionalized, with an eye toward discouraging redundancy at the workshop.
Task	Description	Method
Task 3 – Identify Internal and External Stakeholders.	In this task, participants will be asked to identify both internal and external stakeholders. This analysis will help shape the strategic planning process as the group prepares to do a SWOT analysis.	Emailed questionnaire. Results emailed to Strategic Planning participants at the time they receive the SWOT analysis questionnaire described in Task 4.
Task	Description	Method
Task 4 - Environmental Scan and SWOT Analysis, i.e., reviewing the organization’s conditions by looking at its internal strengths and weaknesses, as well as its external opportunities and threats.	This task will assess the City’s environment by asking participants to identify the organization’s internal strengths and weaknesses, as well as the City’s external opportunities and threats. This step is key to clarifying the conditions within which the City operates. The analysis will provide insight about the organization, and help participants – at the workshop (outlined in Task 5) – to formulate and articulate goals, objectives and strategies.	Emailed questionnaire. This task, and its format, is recommended ahead of the retreat in order to economize costs and maximize time spent on other tasks during the retreat. Results compiled, evaluated and analyzed; trends and common themes identified; report on the SWOT analysis emailed to Strategic Planning participants prior to Task 5 below.

Task	Description	Method
Task 5 - Strategic Planning Workshop	<p>At this 6 ½ -hour workshop, the facilitator will guide the group to accomplish the following:</p> <ol style="list-style-type: none"> 1. Review, develop and (revise) the organizational vision and mission. 2. Review and assess results of the SWOT analysis. 3. Goal-setting process 	<p>Large and small group exercises and discussion about organizational purpose and values, leading to a review of a vision statement and, if necessary, revised mission statement.</p> <p>Once consensus is reached on vision and mission statements, the group will undertake a review of the environmental scan and SWOT analysis report provided ahead of the retreat. Seek group consensus to ensure that the SWOT analysis report reflects the group's overall assessment of the City's environment.</p> <p>Through group-decision making techniques, this step will seek goal identification, classification and prioritization. Goals will be classified by their complexity and time frame in which they can reasonably be expected to be completed.</p> <p>At the end of this exercise, the group will:</p> <ul style="list-style-type: none"> • Draft goal statements. • Develop measurable objectives for each goal. • Develop strategies or tactics for each objective. • Set priorities by deciding which strategies can be accomplished within the short term (within 18 months), and those requiring more time, (up to three years). • Decide which strategies are whose responsibilities, i.e., classify strategies as the duty of the Common Council, City Administrator, or Department Directors.

Task	Description	Method
Task 6 – Subcommittee Meeting to Refine Workshop Results	This task will refine the ideas expressed at the workshop.	Worksheets completed at the end of the workshop will most likely need further development and refinement; a sub-committee of approximately three city representatives will work with the consultant to complete this task.
Task	Description	Method
Task 7 – Draft Report and Plan	Prepare a written summary report of the workshop's outcomes and a draft strategic plan.	Draft report sent to the City Administrator. Conference call to review the draft report with the City Administrator and key staff.
Task	Description	Method
Task 8 - Final Report and Plan	Written report submitted to the Common Council and City Administrator.	Final Report and PowerPoint presentation to the City Common, or other preferred format mutually determined by the City and consultant.

Cost Proposal for Services

TASK	SERVICE	HOURS/COSTS (INCLUDES TRAVEL TIME)
Task 1	Preparation and Initial Project Meeting	8 hours
Task 2	Review and Evaluate the City's previous plan, identify all items accomplished.	4 hours
Task 3	Identify Internal and External Stakeholders	8 hours
Task 4	Environmental Scan and SWOT Analysis	10 hours
Task 5	Strategic Planning Workshop, includes Preparation, Workshop Facilitation	20 hours
Task 6	Subcommittee Meeting to Refine Workshop Results	12 hours
Task 7	Draft Report and Plan	12 hours
Task 8	Written report submitted and presented to the City Administrator, Common Council.	6 hours
Subtotal		80 hours @ \$110/hour = \$8,800
Materials and Travel		\$750
Total Not to Exceed		\$9,550

Terms of Payment

- 25% at time of contract signing
- 75% at completion and delivery of final written strategic plan

Timetable

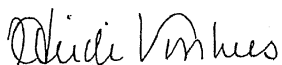
GovHR USA will work with the City of Burlington on a mutually agreed-to timetable.

Concluding Remarks

GovHR is a public sector management consulting firm devoted to assisting only public sector entities. We believe that the consultant for conducting the strategic planning session is of the highest caliber and qualifications.

Following your review of our proposal, and if you find it acceptable, please sign the below and return to our office either via mail or fax. Our fax number is: 866-401-3100. GovHR would be most pleased to work with the City of Burlington on this important project. We appreciate your consideration of this proposal.

Sincerely,



Heidi Voorhees, President, Co-owner

ACCEPTED BY THE CITY OF BURLINGTON, WISCONSIN:

BY: _____

TITLE: _____

DATE: _____



CITY OF BURLINGTON

Administration Department

300 N. Pine St. Burlington, WI, 53105

(262) 342-1161 – (262) 763-3474 fax

www.burlington-wi.gov

Common Council Item Number: 13 B	Date: July 21, 2015
Submitted By: Carina Walters, City Administrator	Subject: Resolution 4735(9) to consider approving an Agreement between the City of Burlington and Racine County for the acquisition of property located at 256 W. State St.

Details: Based on the Closed Session meeting on June 2, 2015 and Committee of the Whole meeting on July 7, 2015, Staff is recommending the acquisition of the 256 W. State Street property from Racine County. The parcel in question is the deteriorated gas station located next to BJ Wentkers. The City has received several complaints regarding the appearance and condition of this property. As you are aware, this property has been an eyesore for the downtown business district for several years and steps need to be taken by the City to eliminate this blight. The current property owner has been delinquent on property taxes since 2005, in the amount of \$96,000 and is in process of foreclosing the property on back taxes. The County is willing to convey the property to the City under the terms and conditions set forth in the attached Resolution, allowing the City to control the future development of the property. The ultimate goal of the City would be to enter into a development agreement in the future with a developer for the redevelopment of this property. At a minimum though, it is viewed as important for the best interest of the City to obtain control of the property.

As a part of the property acquisition there are several conditions the City must be aware of:

- 1) The property has been confirmed as a Leaking Underground Storage Tank Site (LUST). Preliminary estimates for a phase 2 environmental analysis could cost approximately \$10,000 with a potential full remediation of approximately \$50,000. The City would seek to defer any environmental remediation of the property until such remediation is part of a negotiated developer's agreement with a developer for the redevelopment of the property.
- 2) The property would be sold "as-is" to the City, and the City would hold harmless the County for any liability.
- 3) As part of the acquisition the property back taxes would be forgiven; however, the City would need to reimburse Racine County \$2,114.71 for special assessments (e.g. snow removal and weed destruction) that the County previously paid to the City.

On June 19, 2015, the Racine County Board approved a resolution conveying the property to the City of Burlington, which is attached to this cover memo.

Options & Alternatives: The City may determine acquiring the property is not in the best interest; however, if the City does not acquire the property, the County will continue to own the property and it will in all probability continue to be an eyesore for the community. If the City owns and controls the property, though, the redevelopment opportunity will be optimized.

Financial Remarks: As part of the acquisition the property back taxes would be forgiven; however, the City would need to reimburse Racine County \$2,114.71 for special assessments (e.g. snow removal and weed destruction) that the County previously paid to the City. Preliminary estimates for a phase 2 environmental analysis could cost approximately \$10,000 with a potential full remediation of approximately \$50,000.

Executive Action: This item was discussed at the July 7, 2015 Committee of the Whole meeting and will be heard for final consideration at the July 21, 2015 Common Council Meeting.

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN
THE CITY OF BURLINGTON AND THE COUNTY OF RACINE
FOR THE ACQUISITION BY THE CITY OF THE PROPERTY
LOCATED AT 256 WEST STATE STREET, BURLINGTON, WISCONSIN**

WHEREAS, real estate taxes on the property located in the City of Burlington, County of Racine, State of Wisconsin, commonly known as 256 West State Street, bearing Tax Parcel Number 206-03-19-32-028-000 (the "Property"), have not been paid since 2005, and numerous tax certificates have been issued by the County of Racine (the "County") for failure to pay said taxes; and,

WHEREAS, the Property was previously a gas station and currently consists of one (1) small brick building with a parking lot on the south portion of the site; and,

WHEREAS, an environmental assessment of the Property has been conducted and concludes that the subject site is a Leaking Underground Storage Tank Site ("LUST"), which is considered to be a Recognized Environmental Condition ("REC"); and,

WHEREAS, the redevelopment of the Property would enhance the neighborhood and be beneficial to the City; and

WHEREAS, the County is initiating and pursuing to completion the acquisition of the Property by in rem proceedings pursuant to Chapter 75 of the Wisconsin Statutes; and

WHEREAS, the County, upon acquiring the Property, will then immediately convey the Property to the City of Burlington pursuant to an agreement that includes the following terms and conditions:

1. The City agrees to accept title and ownership of the Property, in its current condition at the time of conveyance "as is and with all faults". Said conveyance shall be full and final;
2. The City shall hold harmless and indemnify the County from any and all liability for any reason, known or unknown, related to the condition or status of the Property;
3. The City shall reimburse the County for the balance of special assessments on the Property; and
4. The County shall waive the balance of any taxes, penalties, and interest remaining on the Property except insofar as the proceeds from the City's subsequent sale of the Property shall offset said balance, if applicable; and

WHEREAS, once the City acquires the Property from the County, the City intends to negotiate and enter into a development agreement with a developer for the future development of the Property, all under terms and provisions that would be considered and approved by the Common Council in the future, at such time as the proposed development agreement is finalized in the future.

NOW, BE IT HEREBY RESOLVED by the Common Council of the City of Burlington that:

- 1) The City enter into a written agreement with the County of Racine for the acquisition by the City of the Property located at 256 West State Street, Burlington, Wisconsin; and
- 2) The said written agreement with the County of Racine shall include the terms and provisions described in this resolution; and
- 3) The Mayor and the City Clerk are hereby authorized to execute and deliver (i) the said written agreement with the County of Racine, plus (ii) such other documents as may be necessary to complete the conveyance of the Property from the County to the City.

Introduced: _____, 2015
Adopted: _____, 2015

Robert Miller, Mayor

Attest:

Diahn Halbach, City Clerk

8

C. Burl.

May 26, 2015

RESOLUTION NO. 2015-26

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AUTHORIZING THE RACINE COUNTY TREASURER TO INITIATE AND PURSUE TO COMPLETION THE ACQUISITION OF A PARCEL AT 256 W. STATE STREET, BURLINGTON, WI 53105 (TAX PARCEL #206-03-19-32-028-000) BY IN REM PROCEEDINGS AND TO TRANSFER OWNERSHIP OF THE PROPERTY TO THE CITY OF BURLINGTON

To the Honorable Members of the Racine County Board of Supervisors:

WHEREAS, real estate taxes on the property located in the City of Burlington, County of Racine, State of Wisconsin, commonly known as 256 W. State Street bearing Tax Parcel Number 206-03-19-32-028-000 ("Property"), have not been paid since 2005, and numerous tax certificates have been issued by the County for failure to pay said taxes;

WHEREAS, the Property was previously a gas station and currently consists of one (1) small brick building with a parking lot on the south portion of the site;

WHEREAS, an environmental assessment of the Property has been conducted and concludes that the subject site is a Leaking Underground Storage Tank Site ("LUST"), which is considered to be a Recognized Environmental Condition ("REC");

WHEREAS, the redevelopment of the Property would enhance the neighborhood and be beneficial to the City and County; and

BE IT RESOLVED by the Racine County Board of Supervisors that the County shall initiate and pursue to completion the acquisition of the Property by in rem proceedings pursuant to Chapter 75 of the Wisconsin Statutes; and

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that, upon acquiring the Property, the Racine County Treasurer is authorized to immediately convey the Property to the City of Burlington pursuant to an agreement that includes the following terms and conditions:

1. The City agrees to accept title and ownership of the Property, in its current condition at the time of conveyance "as is and with all faults." Said conveyance shall be full and final; and
2. The City shall hold harmless and indemnify the County from any and all liability for any reason, known or unknown, related to the condition of status of the property, whether such liability or condition is known or unknown at the time of transfer of title;
3. The City shall reimburse the County for the balance of special assessments on the Property; and
4. The County shall waive the balance of any taxes, penalties, and interest remaining on the Property except insofar as the proceeds from the City's subsequent sale of the Property, shall offset said balance, if applicable.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that additional terms and conditions may be applicable as the Corporation Counsel, the Finance Director, and the Racine County Treasurer deem necessary and appropriate;

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Clerk, County Executive and/or County Board Chairman are authorized to execute any contracts, agreements or other documents necessary to carry out the intent of this resolution.

MAY-26-15

FISCAL NOTE RESOLUTION NO: 2015-26

Fiscal Year: 2015

Donation of In-Rem Property

Address	Parcel Number	Tax Deeds	Specials	Interest	Penalty	Other Costs	Total Due
256 W. State Street Burlington WI 53105	03-19-32-028-000	57,044.40	0.00	26,341.90	13,170.94		96,557.24
Total:		57,044.40	0.00	26,341.90	13,170.94	0.00	96,557.24

The costs listed above are from the Racine County Tax system as this property has not been taken in the In-Rem process there are no other costs at this time.

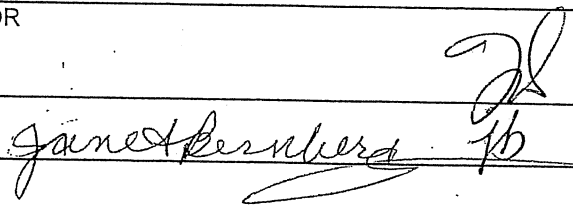

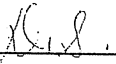
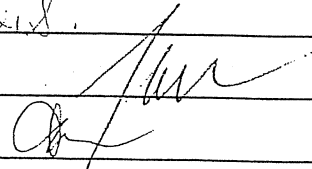
FINANCE COMMITTEE RECOMMENDATION

After reviewing the Resolution/Ordinance and fiscal information supplied, your Finance Committee recommends FOR-AGAINST adoption.

REASONS

FOR

AGAINST



CITY OF BURLINGTON

Department of Public Works

Streets, Parks, Water & Waste Water
2200 S. Pine St., Burlington, WI, 53105
(262) 539-3770 – (262) 539-3773 fax
www.burlington-wi.gov

Common Council Item Number: 13 C	Date: July 21, 2015
Submitted By: Craig Workman, Director of Public Works	Subject: Resolution 4736(10) to consider approving the Acceptance of a Sanitary Sewer Easement Agreement Between the City of Burlington From Labadie Investments, LLC.

Details: A sanitary sewer lift station is required as part of the TID #5 improvements. In order to best serve the Aurora Burlington Medical Facility, as well as future potential expansion to the north, the lift station needs to be situated along the curve of W. State Street between Mormon Road and Spring Valley Road. Unfortunately, because this section of roadway is still under the jurisdiction of the DOT, this type of facility is not permissible in the road right of way. To further complicate matters, the DOT will not allow a dedicated access to the property for utility purposes.

The City has gained permission from the LaBadies to construct the lift station in an easement on their land. In order to do so, the City will be agreeing to provide municipal water and sewer to this parcel. This has been permitted by the town board and language has been added to the agreement and resolution controlling future water and sewer extension to town lands.

The agreement allows for two means of access to the lift station easement. The temporary initial access will use the existing entry located across from Mormon Rd. There will be a temporary gravel drive constructed through the future parking lot proposed for the site. The future permanent access will be constructed when the state completes the jurisdictional transfer of the property, which is anticipated to take place in 2016. This will allow access directly into the easement area from W. State Street and the gravel access will be abandoned.

The resolution and sanitary sewer easement agreement are attached to this cover memo.

Options & Alternatives: Earlier on in the project there was discussion to relocate the lift station to a different location. However, doing so would result in deeper sewers, additional excavation, and uncertain negotiations with the Wisconsin DOT in order to locate the lift station within state right of way. In addition, future expansion of the collection system within the City's sanitary sewer service area would not be possible if the lift station were relocated.

Financial Remarks: The agreement requires the City to waive its usual sewer connection fee, which is estimated at approximately \$6,000. In addition, the City will be required to perform additional grading for a future parking lot, estimated to cost approximately \$5,000. The property owner has also asked that some of the exterior treatment on the small lift station structure match that of the future dental clinic. These costs are within the TID 5 Project Plan.

Executive Action:

This item was discussed at the July 7, 2015 Committee of the Whole meeting and will be heard for consideration at the July 21, 2015 Common Council Meeting.

**A RESOLUTION APPROVING THE ACCEPTANCE OF A SANITARY SEWER
EASEMENT AGREEMENT BETWEEN THE CITY OF BURLINGTON FROM
LABADIE INVESTMENTS, LLC**

WHEREAS, LaBadie Investments, LLC, is the owner of tax parcel 002-03-19-31-024-000, located in the Town of Burlington; and,

WHEREAS, the City of Burlington wishes to construct a sanitary sewer lift station on tax parcel 002-03-19-31-024-000 in order to serve the Aurora Burlington Medical Center; and,

WHEREAS the City has requested that LaBadie Investments, LLC, grant an easement over portions of tax parcel 002-03-19-31-024-000 in order to construct the lift station; and

WHEREAS, LaBadie Investments, LLC desires to grant the requested easement to the City; and,

WHEREAS, LaBadie Investments, LLC desires also to have municipal water and sewer services extended to tax parcel 002-03-19-31-024-000 in exchange for these easement rights.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin, accepts the Sanitary Sewer Easement Agreement, as shown on Exhibit "A" attached hereto.

BE IT FURTHER RESOLVED, that the City's provision of municipal water service and municipal sanitary sewer service to tax parcel 002-03-19-31-024-000 is being undertaken by the City solely as a part of the consideration being given to the LaBadie Investments, LLC for the easement rights being granted to the City in this Agreement.

BE IT FURTHER RESOLVED, that the City is not in any manner expressing and/or creating any type of duty or obligation to provide such municipal water/sanitary sewer services to any other properties in the vicinity of tax parcel 002-03-19-31-024-000 that are not located within the City of Burlington.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute this agreement on behalf of the City.

Introduced: July 7, 2015
Adopted:

Robert Miller, Mayor

Attest:

Diahnn Halbach, City Clerk

(Draft: 6/30/15)

SANITARY SEWER EASEMENT AGREEMENT

This Agreement ("Agreement") is made and entered into this ____ day of _____, 2015, by and between the following parties:

- a) The CITY OF BURLINGTON, WISCONSIN, being a Wisconsin municipal corporation with its City Hall located at 300 North Pine Street, Burlington, Wisconsin 53105 (hereinafter referred to as the "City"); and
- b) LABADIE INVESTMENTS, LLC, being a Wisconsin limited liability company, with offices located at W1217 Spring Prairie Road, Burlington, Wisconsin 53105 (hereinafter referred to as "Owner").

Introduction

Owner is the owner of a parcel of real property (the "Property") located in the Town of Burlington, Wisconsin and described as follows:

- a) A parcel of unimproved land depicted in attached Exhibit A;
- b) Being part of tax parcel number 002-03-19-31-024-000; and
- c) Having the legal description contained in attached Exhibit A.

This Agreement is being entered into for the purpose of conveying to the City certain easement rights required to allow the City to construct, install, maintain, repair, and replace a sanitary sewer lift station and sanitary sewer mains (and related components and parts) on, over, and under the surface of a portion of the Owner's Property described in Exhibit A, and located in the Town of Burlington, Wisconsin.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE ABOVE-NAMED PARTIES, THROUGH THEIR DULY AUTHORIZED UNDERSIGNED OFFICERS OR AGENTS, HEREBY AGREE AS FOLLOWS:

1. The "Introduction" is Correct. The foregoing "Introduction" is true and correct, and is hereby incorporated into this Agreement by reference (including Exhibit A).
2. Grant of Easement Rights. Owner hereby grants, conveys, and gives to the City, and its successors and assigns, (i) a permanent easement (hereinafter referred to as the "Permanent Easement") over, under, on, and upon that portion of the easement area depicted and described as a "Permanent Easement" in Exhibit A, and (ii) a temporary easement (hereinafter referred to as the "Temporary Easement") over, on, and upon that portion of the easement area depicted and described as a "Temporary Easement" in Exhibit A, and (iii) a Roadway Easement, that will be temporary in nature, as described in Exhibit B. The geographical areas of the Permanent Easement and the Temporary Easement, as shown on the attached Exhibit A, are hereinafter referred to respectively as the "Permanent Easement Area" and the "Temporary Easement Area", and/or collectively as the "Easement Areas". The Roadway Easement, as shown on the attached Exhibit B, is hereinafter referred to as the "Roadway Easement".
3. Scope of Easement Rights. The above-described Permanent Easement is granted for the purpose of allowing the City to construct, install, inspect, operate, maintain, repair, and/or replace a sanitary sewer lift station and sanitary sewer mains, and any other related components, structures, parts, fixtures, or equipment (collectively, the "Facilities") that the City may, from time to time, elect to install or construct, for the operation of the City's municipal sanitary sewer system, over, under, on, and upon the Permanent Easement Area. With respect to the easement

rights being granted hereunder which constitute the Temporary Easement, such Temporary Easement is granted only for the purpose of allowing the City (and the City's employees, contractors, consultants, and agents) to go upon and use such Temporary Easement Area for construction purposes during the course of installing the said Facilities (and/or repairing or replacing the Facilities in the future) in the Permanent Easement Area. Any such Temporary Easement shall otherwise not be used by the City under this Agreement. The Roadway Easement provides vehicular access, on a temporary basis, to and from State Street and the Permanent Easement for the Facilities, all as described in below Paragraph No. 5.

4. Access to the Easement Areas. The City, and/or its contractors, employees, consultants, and agents, are hereby given the permanent right to go upon and enter the Easement Areas and the Roadway Easement, at such times as the City sees fit, for the purpose of exercising the easement rights granted herein.

5. Roadway Easement. The Roadway Easement being granted to the City herein is described in attached Exhibit B. The Roadway Easement, as shown in Exhibit B, follows the path that will be taken by Owner at such time as Owner constructs a dental clinic (the "Clinic") on Owner's Property, and as a part of that project (the "Project") Owner also constructs (i) a paved road (Owner's Road) to and from State Street and the Clinic, and (ii) a paved parking lot (the "Parking Lot") for patient and employee parking. Owner anticipates undertaking its Project after the City constructs its Facilities on the Permanent Easement shown in Exhibit A. The Roadway Easement will accordingly be constructed, and then coordinated with Owner's Project, in the following manner:

- a) The Roadway Easement Area will be rough graded and then graveled by the City, at the City's own cost and expense, from its entrance at State Street to, and onto,

the Permanent Easement Area, along the entire route of the Roadway Easement Area.

- b) At such time as the Owner wishes to do its Project, the Owner shall, at its own cost and expense (i) pave the Roadway Easement Area from its entrance at State Street, thereby creating Owner's Road, and (ii) pave the Parking Lot on Owner's Property.
- c) The City shall be allowed to then have continued vehicular access over Owner's Road and Parking Lot to the Permanent Easement Area (and the Temporary Easement Area if the same is still in existence), until such time as the City receives the necessary governmental approvals to construct, and does construct, its own separate access road off of State Street, and directly onto the Permanent Easement Area, as also shown in Exhibit B. Once the City does receive all necessary governmental approvals to construct the said separate access road, the City shall then take immediate steps to do so, when the weather/climate permits.
- d) While so using Owner's Road and Parking Lot as described above, the City shall repair any damage done to the same that may be caused by the vehicles operated thereon by the City and/or its contractors, consultants, or agents.
- e) At such time as the City has its own direct access to the Permanent Easement Area to and from State Street (as described in above Subparagraph 5(c)), and/or, at the election of the Owner, at such time as the Owner does its Project, the City shall, if requested by the Owner and at the City's cost and expense, remove the gravel from the Roadway Easement Area (up to the Permanent Easement Area), repair the disturbed areas with soil, and then re-grade (to a rough grade) the

disturbed area to the original graveled-roadway grade. The City shall also then, at its own cost and expense, install landscaping along the perimeter of the Permanent Easement Area.

6. Limitations on Owner's Use. The Owner, and its successors and assigns, shall not construct any type of structure and/or place any type of object or materials over, under, on, or upon the Easement Areas, and shall not in any manner impede or obstruct the exercise of the easement rights granted hereunder. These restrictions shall also apply to the Roadway Easement, except for Owner's future creation of Owner's Road and Parking Lot as described in above Paragraph No. 5.

7. Removal of Impediments. To the extent the City, in its sole discretion, deems it necessary for the exercise of its easement rights granted hereunder, the City may remove from the Easement Areas any structure, object, material, or any other obstructions, and/or any crops, plants, shrubs, bushes, trees, or other vegetation, and the City shall not be required to restore or replace such items, except, however, the City shall restore any disturbed portion of (i) the Easement Areas by seeding the same with grass seed, and (ii) the Roadway Easement with material similar to the disturbed material.

8. Runs With the Land. This Easement Agreement shall forever run with the land and shall be binding upon and shall inure to the benefit of the parties hereto, and their successors or assigns.

9. Wisconsin Law and Venue. This Agreement shall be governed, controlled, construed, and interpreted by and under the laws of the State of Wisconsin (without giving effect to its conflict of law provisions). The venue for any legal action arising under and/or pertaining to this

Agreement shall solely and exclusively be Racine County Circuit Court in Racine County, Wisconsin.

10. Municipal Watermains and Sanitary Sewer Mains. The City is in the process of constructing and installing municipal watermains and sanitary sewer mains in the vicinity of Owner's Property, such that municipal water service and municipal sanitary sewer service could then be provided to Owner's Property, as a part of the City's municipal water and sanitary sewer system. In consideration for Owner's grant of the above-described easement rights to the City, the City hereby agrees to provide municipal water service and municipal sanitary sewer service to Owner's Property under the following terms and conditions:

- a) The municipal water service and the sanitary sewer service shall be provided at such time(s) as the City completes the installation of the required watermains and sanitary sewer mains (and makes the same operable) that would be providing such service(s) to Owner's Property.
- b) At such time(s) as the City does complete the installation of the said municipal watermains and sanitary sewer mains, the City shall, at its own cost and expense,
 - (i) provide one water lateral having a six-inch diameter and one sanitary sewer lateral having a six-inch diameter, that
 - (ii) will be constructed from the respective watermain/sanitary sewer main to the boundaryline of Owner's Property, at a specific location at the said boundaryline that is mutually agreeable to the City and Owner.
- c) At such time(s) as Owner does connect the Property to the said water lateral and/or sanitary sewer lateral, the Owner shall not be required to pay any sanitary

sewer connection fee to the City, but the Owner shall still be responsible, at Owner's own cost and expense, to:

- (i) Timely pay to the City the user charges/monies due the City for the water service and sanitary sewer service, in the same time frames and amounts as charged, from time to time, to similar water/sanitary sewer customers of the City; and
- (ii) Construct and install all of the water and sanitary sewer infrastructure needed in the interior of Owner's Property for such water/sanitary sewer service; and
- (iii) Comply with all applicable laws of the State of Wisconsin, and the ordinances, rules, and regulations of the City of Burlington in installing, constructing, operating, using, maintaining, repairing, and/or replacing the water/sanitary sewer service infrastructure in and on Owner's Property needed to so serve Owner's Property.

11. No Creation of a Duty to Serve Other Properties. The City's provision of municipal water service and municipal sanitary sewer service to Owner's Property is being undertaken by the City solely as a part of the consideration being given to Owner for the easement rights being granted to the City in this Agreement. It is hereby expressly stated that, in providing such municipal water/sanitary sewer service to Owner's Property as a part of this Agreement, the City is not in any manner expressing and/or creating any type of duty or obligation to provide such municipal water/sanitary sewer services to any other properties in the vicinity of Owner's Property that are not located within the City of Burlington.

12. Indemnification by City. The City shall indemnify and hold harmless Owner from and against all losses, damages, liabilities, demands, causes of action, judgments, costs, and expenses (including reasonable attorney fees and costs of litigation), arising directly or indirectly, as a result of the City's activities and/or work on Owner's Property under this Agreement, and/or the activities and/or work of the City's contractors, consultants, or agents on Owner's Property, except to the extent arising out of the negligent and/or intentional conduct of the Owner, and/or the Owner's members, employees, patients, contractors, consultants, agents, guests, or invitees.

13. Lift Station Façade. A portion of the Facilities located on the Permanent Easement Area will be a lift station building, part of which will be located above ground. The above-ground portion of the lift station building shall be constructed by the City so that its exterior complies with the color specifications described in attached Exhibit C.

14. Real Estate Taxes. In the event the Facilities that the City will be constructing on the Permanent Easement Area shall ever, in and of itself, cause an increase in the assessed valuation of Owner's Property for real estate taxes, then the City shall be responsible for the timely payment of that portion of Owner's said real estate taxes.

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date and
year first written above.

CITY:
City of Burlington, Wisconsin

OWNER:
Labadie Investments, LLC

By: _____
Robert Miller
Mayor

By: _____
Emily Elizabeth Labadie, DDS
Member

Attest: _____
Diahnn Halbach
City Clerk

Authentication

Signatures of Robert Miller, Mayor, and Diahnn Halbach, City Clerk, authenticated this _____ day of _____, 2015.

John M. Bjelajac
Member of the State Bar
of the State of Wisconsin

Authentication

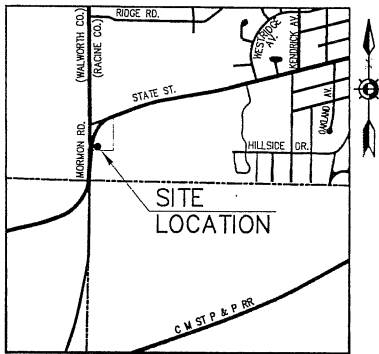
Signature of Emily Elizabeth Labadie, DDS, authenticated this _____ day of _____, 2015.

Member of the State Bar
of the State of Wisconsin

This document drafted by:
Atty. John M. Bjelajac
State Bar No. 1015325
BJELAJAC & KALLENBACH
601 Lake Avenue
Post Office Box 38
Racine, Wisconsin 53401-0038

Return to:
Atty. John M. Bjelajac
601 Lake Avenue
Post Office Box 38
Racine, Wisconsin 53401-0038

EXHIBIT "A"



LOCATION SKETCH
NOT TO SCALE

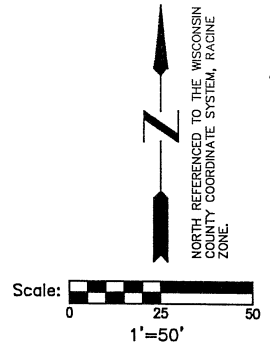
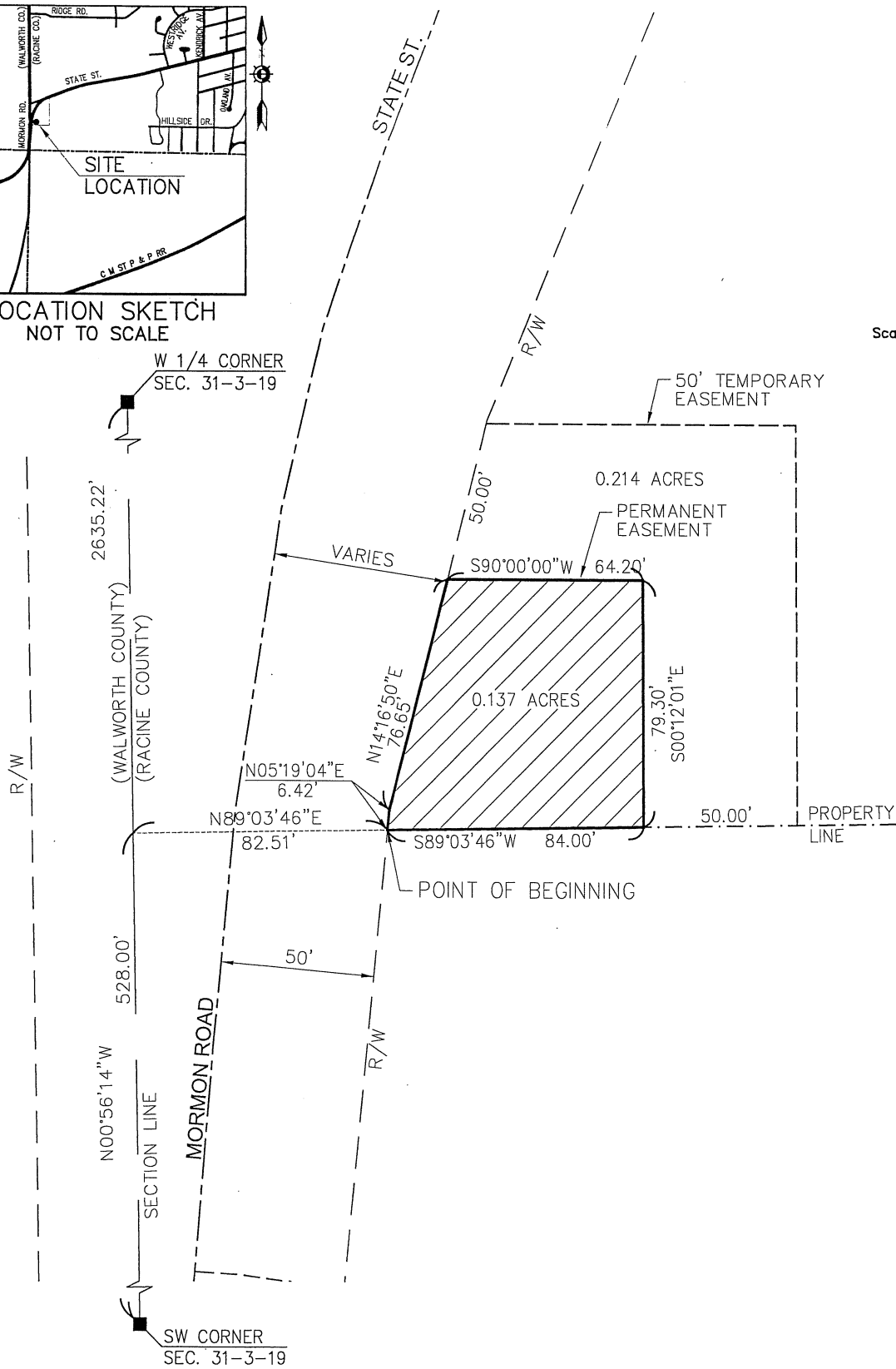
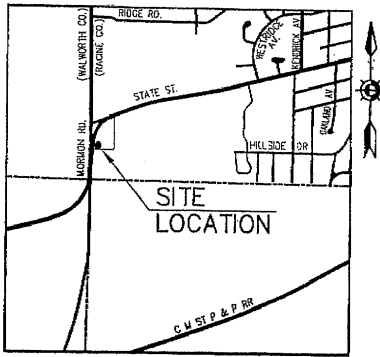
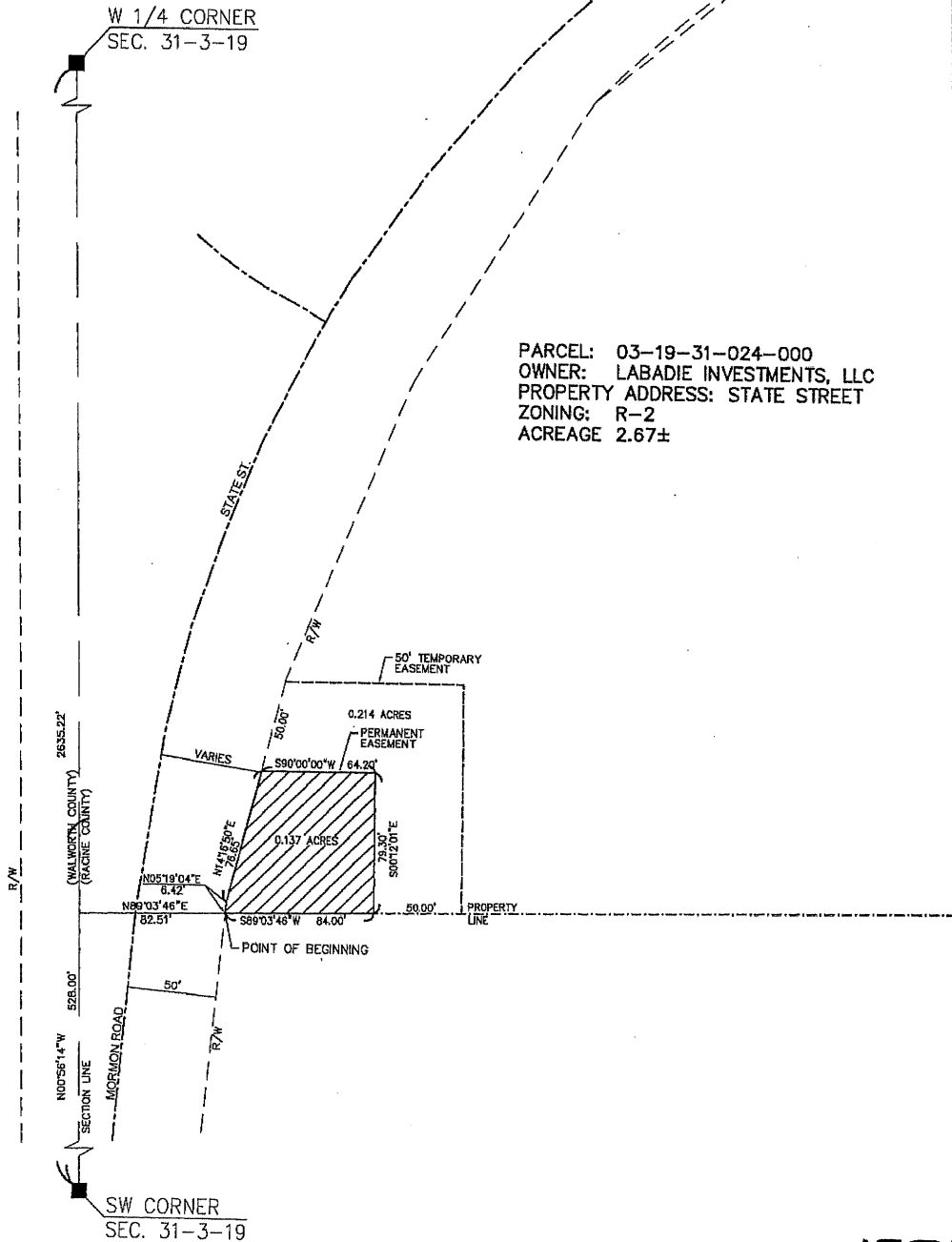


EXHIBIT "A"

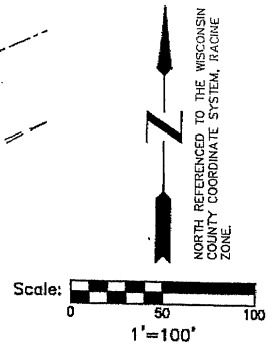


LOCATION SKETCH
NOT TO SCALE

W 1/4 CORNER
SEC. 31-3-19



PARCEL: 03-19-31-024-000
OWNER: LABADIE INVESTMENTS, LLC
PROPERTY ADDRESS: STATE STREET
ZONING: R-2
ACREAGE 2.67±



LEGAL DESCRIPTION

That part of the Southwest 1/4 of the Southwest 1/4 of Section 31, Town 3 North, Range 19 East, described as follows:

Commencing at the southwest corner of said Southwest 1/4; thence North 00°56'14" West along the west line of said Southwest 1/4, 528.00 feet; thence North 89°03'46" East 82.51 feet to the east line of Mormon Road and the point of beginning; thence North 05°19'04" East along said east line, 6.42 feet; thence North 14°16'50" East along said line, 76.65 feet; thence South 90°00'00" East 64.20 feet; thence South 00°12'01" East 79.30 feet to the south line of the owner's land; thence South 89°03'46" West along said south line, 84.00 feet to the point of beginning.

This parcel contains **0.137 acres**, more or less.



KAPR & ASSOCIATES, INC.
 414 N. 10th Street, Suite 200
 Milwaukee, WI 53233
 Phone: (414) 381-1111
 Fax: (414) 381-1111
 www.kaprassociates.com

PROJECT:

URBAN PLANNING &
 DESIGN FOR TID #5

LOCATION:

CITY OF
 BURLINGTON,
 RACINE COUNTY, WI



RELEASE
 BID SET
 5/15/2015

NO.	DATE	DESCRIPTION
1	5/15/2015	ISSUED FOR BIDDING



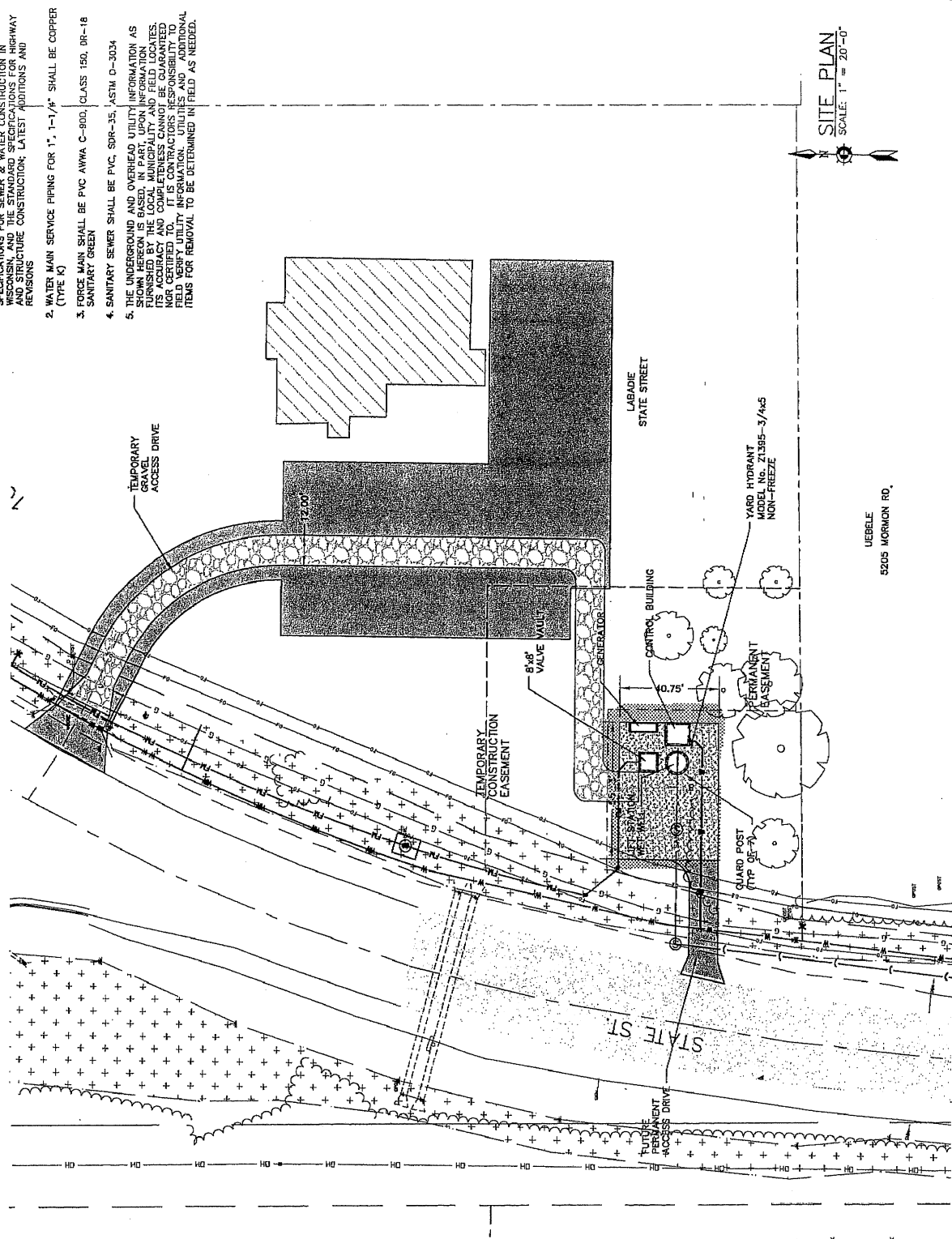
WE DESIGN, WE PROVIDE,
 WE BUILD YOUR VISION INTO REALITY.

SHEET	
DESIGNED BY	22
CHECKED BY	23
DATE	5/15/2015
PROJECT NUMBER	02
SHEET NUMBER	

8

SITE PLAN NOTES

1. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF BURLINGTON STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, AND THE STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION; LATEST ADDITIONS AND REVISIONS.
2. WATER MAIN SERVICE PIPING FOR 1", 1-1/4" SHALL BE COPPER (TYPE K)
3. FORCE MAIN SHALL BE PVC ANPWA C-900 (CLASS 150, DR-18)
4. SANITARY SEWER SHALL BE PVC, SDR-35, ASTM D-3034
5. THE UNDERGROUND AND OVERHEAD UTILITY INFORMATION AS SHOWN HEREON IS BASED, IN PART, UPON INFORMATION FURNISHED BY THE LOCAL MUNICIPALITY AND FIELD LOCATED INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GUARANTEEING THE ACCURACY OF ALL UTILITIES SHOWN. THE CONTRACTOR SHALL FIELD VERIFY UTILITY INFORMATION, UTILITIES AND ADDITIONAL ITEMS FOR REMOVAL TO BE DETERMINED IN FIELD AS NEEDED.



SITE PLAN
 SCALE: 1" = 20'-0"

UEBELE
 5205 MORRISON RD.



CITY OF BURLINGTON

Administration Department

300 N. Pine St. Burlington, WI, 53105
(262) 342-1161 – (262) 763-3474 fax
www.burlington-wi.gov

Common Council Item Number: 13 D	Date: July 21, 2015
Submitted By: Carina Walters, City Administrator	Subject: Resolution 4737(11) to consider an Intergovernmental Agreement with the Town of Burlington and Burlington Cemetery Association for the Burlington Cemetery.

Details:

In 2014 the Burlington Cemetery Association approached the City and Town of Burlington to collectively assist with as-needed maintenance support to the Cemetery. The Association over recent years has encountered financial problems that threaten its continued operations and financial solvency. In order for the Cemetery Association to maintain its position, staff of both the Town and City, recommend assisting the Association. Should the Common Council decide not to approve the Agreement, the Association may not be able to continue to operate and could completely disband. According to Wisconsin Statute, should the Association disband, the cemetery would revert back to the Town and City in which the Cemetery is located.

The agreement allows for joint support and assistance by the City and Town of Burlington on an as-needed basis including lawn maintenance, basic snow plowing, basic road maintenance, promote and encourage donations and cemetery lot sales, engage service clubs or obtain grants for repairs to the chapel, basic sign maintenance and basic plumbing for start-up and winterization.

The Association will also continue to run the cemetery and shall not incur any debt in excess of the normal daily operating expenses. Should the Association seek to expend above normal operating costs the City and Town will need to approve. For your convenience a copy of the Agreement and Resolution are attached to this cover memo.

The Town of Burlington approved the agreement at its July 9, 2015 Board meeting.

Options & Alternatives:

Should the Common Council decide not to approve the Agreement, the Association may not be able to continue to operate and could completely disband. According to Wisconsin Statute, should the Association disband, the cemetery would revert back to the Town and City in which the Cemetery is located.

Financial Remarks:

In 2014 the City contributed approximately \$8,000 and in 2015 (to date) approximately \$2,300 towards labor and equipment costs.

Executive Action:

This item was discussed at the July 7, 2015 Committee of the Whole meeting and will be heard for consideration at the July 21, 2015 Common Council Meeting.

Resolution No. 4737(11)
Introduced by the Committee of the Whole

**A RESOLUTION TO ADOPT AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BURLINGTON, THE TOWN OF BURLINGTON
AND THE BURLINGTON CEMETERY ASSOCIATION REGARDING THE
BURLINGTON CEMETERY**

WHEREAS, the City of Burlington and the Town of Burlington wish to enter into an agreement with the Burlington Cemetery Association to provide support and assistance at the Burlington Cemetery, as outlined in the attached Intergovernmental Agreement; and,

WHEREAS, said agreement allows for the joint support and assistance by the City and Town of Burlington on an as-needed basis with lawn maintenance, basic snow plowing, basic road maintenance, promote and encourage donations and cemetery lot sales, engage service clubs or obtain grants for repairs to the garage roof and chapel, basic sign maintenance and basic plumbing start up and winterizing.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Burlington, Racine County, State of Wisconsin hereby adopts the attached Intergovernmental Agreement between the City of Burlington, Town of Burlington and the Burlington Cemetery Association.

NOW, THEREFORE, BE IT FUTHER RESOLVED that the Mayor is hereby authorized to execute this Intergovernmental Agreement on behalf of the City.

Introduced:
Adopted:

Robert Miller, Mayor

Attest:

Diahnn Halbach, City Clerk

(Draft: 7/6/15)

INTERGOVERNMENTAL AGREEMENT
REGARDING THE BURLINGTON CEMETERY

This agreement ("Agreement") is made and entered into this _____ day of _____, 2015, by and between:

- a) The CITY OF BURLINGTON, WISCONSIN, being a Wisconsin municipal corporation with its City Hall located at 300 North Pine Street, Burlington, Wisconsin 53105 (hereinafter referred to as the "City"); and
- b) The TOWN OF BURLINGTON, WISCONSIN, being a Town organized under the laws of the State of Wisconsin, with its Town Hall located at 32288 Bushnell Road, Burlington, Wisconsin 53105 (hereinafter referred to as the "Town"); and
- c) The BURLINGTON CEMETERY ASSOCIATION, INC., being a cemetery association organized under Section 157.062 of the Wisconsin Statutes (and/or its predecessor statute(s)), and a Wisconsin not-for-profit corporation, with its offices currently located at the residence of its current Treasurer, Mr. Paul Edwards, CPA, 441 Milwaukee Avenue, Burlington, Wisconsin 53105 (hereinafter referred to as the "Association").

Introduction

The Burlington Cemetery Association (the "Association") owns and operates a cemetery (the "Cemetery") known as the Burlington Cemetery, and which is located and has the configuration as described in attached Exhibit A.

The Cemetery presently consists of approximately 25.2 acres in total area, with approximately 9.7 acres being located in the City and approximately 15.5 acres located in the Town.

Exhibit A shows an aerial photograph of the Cemetery, and the legal descriptions of the portions of the Cemetery lying within the City of Burlington and the Town of Burlington.

As of the date of this Agreement, the Cemetery has 17 platted (and/or historically recognized) cemetery blocks, with 1,932 lots, as described in attached Exhibit B. Each cemetery lot has a varied number of grave spaces (typically 5 spaces), with each grave space typically capable of being the burial site for two persons. The number of spaces still available for sale is the subject of a future audit of the blocks/lots. The Cemetery also includes an older cemetery area located at the top of the hill on the easterly end of the Cemetery, in the Town of Burlington.

The Association was organized years ago under the provisions of Section 157.062 of the Wisconsin Statutes (or its predecessor statute(s)), and is governed and controlled by a Board of Trustees (the "Association Board") presently consisting of six (6) persons.

The Association has, over the recent years, encountered financial problems that now threaten its continued operations and financial solvency. The City and the Town are willing to provide certain support and assistance to the Association, however, to help the Association to continue to be financially viable. The City and the Town are willing to provide that support and assistance under the terms of this Agreement, and the Association is similarly willing to accept such support and assistance under the terms of this Agreement.

The City and the Town, along with the Association, are accordingly entering into this Agreement for such purposes, and as an intergovernmental agreement under the provisions of Section 66.0301 of the Wisconsin Statutes as the same relate to the City and the Town.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE ABOVE-NAMED PARTIES HEREBY AGREE AS FOLLOWS:

1. "Introduction" is Correct. The foregoing "Introduction" is correct, and is hereby incorporated into this Agreement by reference (including Exhibits A and B).

2. Joint City and Town Responsibilities. The City and Town shall, on a shared basis, coordinate with each other (and the Association) to provide the following services (collectively, the "Joint Services") to the Association on an as-needed basis:

- a) Lawn maintenance.
- b) Basic snow plowing during snow events to the Cemetery's main roadways, and additional snow plowing as needed for burials.
- c) Basic road maintenance.
- d) Provision of equipment for these Joint Services.
- e) Work with the Association (i) on promotional material to encourage donations and additional cemetery lot sales, and (ii) to engage the assistance of local service clubs, and other organizations and businesses, and (iii) in obtaining grants and/or other sources of capital funding for repairs to the Chapel.

3. Scope of the Joint Services. The City, the Town, and the Association shall, in good faith, work together and coordinate with each other with respect to the delivery of the Joint Services being undertaken for the Association. The City and Town shall confer with each other, on a regular and periodic basis, to determine and agree upon the type, nature, frequency, scope, and the degree of the Joint Services that each municipality shall then provide to the Association under this Agreement.

This determination made by each of the two municipalities (the City and the Town), however, shall be made in the sole and absolute discretion of each municipality, as determined from time to time by the municipality, with respect to the Joint Services that the municipality will provide under this Agreement. This determination made from time to time by each municipality shall be binding upon all of the parties to this Agreement. (But see below Paragraph No. 9 regarding the possible termination of this Agreement by a party.)

4. Additional City Responsibilities. Subject to the provisions contained in above Paragraph No. 3, the City shall also provide the following additional services to the Association:

- a) Perform all basic sign maintenance at the Cemetery. This would include maintenance of existing signs and the construction of new signs for way-finding purposes.
- b) Provide basic plumbing start-up and winterization for the Cemetery, utilizing the City's licensed plumber and other personnel.

5. Emergency Funding. When and if approved by the City's Common Council (in its sole and absolute discretion) and also by the Town's Board of Supervisors (in its sole and absolute discretion), the City and the Town may elect to provide cash loans and/or cash grants on a shared basis to the Association for the continued operation of the Cemetery. The Association understands and agrees, however, if this is ever done by the City and the Town, it will only occur if no other alternatives are reasonably available to the Association to maintain financial solvency.

6. City and Town Approvals. The Association shall not make any financial expenditure and/or incur any debt other than normal daily operating costs of the cemetery business operations, limited to burial costs (expending burial fees), and utility expense, sexton salary, and insurance

premium(s) as specified in the approved annual budget document, without the prior approval of both the City's Administrator and the Town's Administrator. (The City or Town Administrator may also, if he/she so elects, take steps to obtain Common Council and/or Town Board approval of the matter before consenting to or denying the said above-normal expenditure/debt.)

7. Board of Trustee Positions. The organizational documents of the Association shall, promptly upon the execution of this Agreement by all parties, be amended to provide for the following:

- a) Both the City and the Town shall be provided a Trustee position on the Association's Board of Trustees (i.e. one Trustee position for the City and one Trustee position for the Town). The City's Trustee (the "City Trustee") and the Town's Trustee (the "Town Trustee") shall have the same powers and voting rights as the other Trustees on the Association's Board of Trustees.
- b) Each municipality shall, from time to time, select and designate the person that the said municipality wishes to serve as its Trustee (i.e. the City Trustee and/or the Town Trustee) on the Association's Board of Trustees. The City Trustee can only be appointed to and/or removed from the Association's Board of Trustees by the City (in such manner as the City elects) and the Town Trustee can only be appointed to and/or removed from the Association's Board of Trustees by the Town (in such manner as the Town elects). At the option of the Association, the positions of City Trustee and Town Trustee may be created by the Association by either adding new and additional Trustee positions on the Board of Trustees, and/or in some other manner reconfiguring the makeup of the current Board.

8. Financial Records. The Association shall provide to both the City and the Town:

- a) Quarterly Financial Statements, delineating all revenue and expenses for all funds under the Association's control.
- b) Annual updates on the Cemetery operations and financial performance.
- c) Such further operational and/or financial information whenever requested by either the City and/or the Town.

9. Term of Agreement. This Agreement shall continue in full force and effect unless and until a party to this Agreement elects to terminate this Agreement by giving a written notice of such termination to the other parties at least ninety (90) days prior to the date of the termination stated in the said notice. Upon the effective date of the termination of this Agreement:

- a) The positions of City Trustee and Town Trustee on the Association's Board of Trustees shall be automatically eliminated from the Board of Trustees; and
- b) The Association shall still continue to be liable and responsible for the timely payment of any loan(s) that the City and/or Town may have made to the Association; and
- c) Any equipment or other personal property owned by the City and/or the Town that is located at the Cemetery and/or is in the possession of the Association shall be returned to the City and/or Town.

CITY OF BURLINGTON, WISCONSIN

By: _____
Robert Miller
Mayor

Attest: _____
Diahnn Halbach
City Clerk

TOWN OF BURLINGTON, WISCONSIN

By: _____
Ralph Rice
Town Board Chairman

Attest: _____
Adelheid Streif
Town Clerk

BURLINGTON CEMETERY ASSOCIATION

By: _____
Paul Edwards
Treasurer

Attest: _____
Beverly R. Gill
Secretary



CITY OF BURLINGTON

Police Department

224 E. Jefferson Street, Burlington, WI, 53105
(262) 342-1100 – (262) 763-5158 fax
www.burlington-wi.gov

Committee of the Whole Item Number: 6	Date: July 10, 2015
Submitted By: Mark J. Anderson, Lieutenant	Subject: Resolution 4739(13) to consider approving the award of two 2016 marked police vehicle in the amount of \$27,494.00 per vehicle.

Details:

The 2015 Police Department budget includes the purchase of two patrol vehicles. The police department is recommending the purchase of two 2016 Ford Police Interceptor Utility vehicles based upon our prior experience regarding their performance, usefulness, and dependability. These models have been shown to fit our department's needs as patrol vehicles. The two new vehicles will replace a 2012 Ford Police Interceptor Utility with 87,000 miles (patrol vehicle 904) and a 2012 Ford Police Interceptor Utility with 72,000 miles (patrol vehicle 908). The Department opened the bidding process via VENDORNET for the vehicles on July 2, 2015 and closed the bidding on July 10, 2015. Area dealerships were also notified of the bidding by phone. Two bids were received in response to specifications for a 2016 Ford Police Interceptor Utility developed by the Police Department:

Miller Motors of Burlington submitted a bid for	\$27,494.00 each.
Ewald Automotive Group submitted a bid for	\$27,569.00 each.

Upon only receiving two bids, staff contacted Kunes Country Ford to identify if there was any interest in the bidding process. Kunes decline to participate.

Staff recommends the Common Council award the bid for two 2016 Ford Police Interceptor Utility vehicles to Miller Motors.

Options & Alternatives:

An alternative would be to not replace one or more of the squads but there is always a risk of major and expensive vehicle repair work. The squads that we are replacing are steadily declining and will inevitably be in need of major repairs if we were to keep the vehicles for any extended period of time. One of the vehicles to be replaced (patrol vehicle 904) is used infrequently due to transmission issues.

Financial Remarks:

This item has been included in the 2015 Police Department Equipment Replacement Fund. This purchase is below the budgeted amount of \$34,000 per vehicle. For your convenience, a copy of the approved 2015 Equipment Replacement Fund is attached.

Executive Action:

This item is set for discussion at the July 21, 2015 Committee of the Whole meeting and scheduled for consideration at the Common Council meeting the same night.

Resolution No. 4739(13)
Introduced by: Committee of the Whole

**A RESOLUTION APPROVING THE AWARD OF BID FOR TWO NEW
PATROL VEHICLES FOR THE CITY OF BURLINGTON POLICE DEPARTMENT
TO MILLER MOTORS FOR THE AMOUNT OF \$54,988 PLUS SET-UP, TITLE,
AND LICENSE FEES**

WHEREAS, on June 1, 2004 the Common Council did approve Resolution 3812(18), a Resolution Adopting a Purchasing Policy for the City of Burlington; and,

WHEREAS, the Purchasing Policy requires that all non-construction related Budget Items requiring expenditures of \$15,000 or more to be reviewed and pre-approved by the Common Council; and,

WHEREAS, the Council may direct, at its discretion, that the item is to be bid in the same manner as construction contracts, or that it is to be combined with or included in another governmental bid, but shall not be required to do so; and,

WHEREAS, the Police Department is scheduled to replace two 2012 Ford Police Interceptor Utility police vehicles with funds included in the 2015 Police Department budget; and,

WHEREAS, the Police Department has searched local Dealerships for available vehicles meeting the Police Departments specifications; and,

WHEREAS, the purchase of two 2016 Ford Police Utility Vehicles from Miller Motor Sales, for the amount of \$54,988.00 plus set-up, title and license fees has been recommended by the Chief of Police.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that purchase of the aforementioned vehicles is hereby approved for the total amount of \$54,988.00, plus set-up, title, and license fees.

Introduced: July 21, 2015
Adopted:

Robert Miller, Mayor

Attest:

Diahnne Hallback, City Clerk

WISCONSIN EFFICIENT



BUYS PROGRAM

STATE OF WISCONSIN • BUREAU OF PROCUREMENT

VendorNet System

Click here to

Search Bids/Contracts

Simplified Bid Announcement for 2016 Ford Utility Police Interceptor

Agency Bid Number: BUPD2015-01
Date Available: July 2, 2015
Bid Due Date and Time: July 10, 2015 12:00:00
(All bid due times are Central Time)
Last Revision: July 2, 2015

For more information contact:

Glenn Harjes
City of Burlington
2200 S. Pine Street
Burlington WI 53105

E-mail Address: gharjes@burlington-wi.gov
Fax Number: (262) 539-3773

Are faxed bids acceptable?

No

Are e-mailed bids acceptable?

Yes

Quote Price and Delivery FOB:

Synopsis:

2016 Ford Utility Police Interceptor

The bid must include the following vehicle options (do not include additional options):

K8A (4DR AWD Police)
91A (Vinyl Package - G1 black/YZ white)
9 (CLTH BKTS/VNL R)
W (Black interior)
500A (Equipment group)
99R (3.7L V6 TIVCT)
44C (6-Speed auto)
17T (Cargo dome lamp)
18W (RR window del)
43D (courtesy disable)

51R (DRV LED spot lamp)
66A (Front headlamp package)
68G (RR DR/LK inop)
86T (RR taillamp hsg)

Dealer must be within 120 miles of Burlington

Send bids/additional information inquires to:
Lieutenant Mark Anderson
manderson@burlington-wi.gov
262-342-1100

We will be purchasing two vehicles

Commodity Codes:

07006 - Automobiles and Station Wagons
07048 - Trucks (One Ton and Less Capacity)

Attached Documents:

Revision History:

No revisions have been made to this bid.

Update Bid	Edit Commodities	Edit Vendors		
Attach Bid Documents	Send Amendment Notice	Delete Bid	Create Mailing Labels	View Bidders List

VENDORNET HOMEPAGE	LOGIN	SEARCH	HELP	MUNICIPAL MENU	NIGP CODES
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Submit questions or comments to: vendrhl@doa.state.wi.us

CNGP530

VEHICLE ORDER CONFIRMATION

07/02/15 09:09:33

==>

Dealer: F41407

2016 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 9999 Priority: H2 Ord FIN: QE258 Order Type: 5B Price Level: 620

Ord Code: 500A Cust/Flt Name: BURL.POLICE

PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
K8A 4DR AWD POLICE	\$30620	\$28860.00	66A FRONT HDLMP PKG	\$850	\$743.00
.112.6" WB			.GRILL WIRING		
G1 SHADOW BLACK			68G RR DR/LK INOP	35	30.00
YZ POLICE WHITE			794 PRICE CONCESSN		
9 CLTH BKTS/VNL R			REMARKS TRAILER		
W EBONY BLACK			86T RR TAILLAMP HSG	60	53.00
500A EQUIP GRP			91A VINYL PACKAGE 1	840	733.00
.PREM SINGLE CD					
99R .3.7L V6 TIVCT	NC	NC	TOTAL BASE AND OPTIONS	33840	31386.46
44C .6-SPD AUTO TRAN	NC	NC	TOTAL	33840	31386.46
FRT LICENSE BKT	NC	NC	*THIS IS NOT AN INVOICE*		
17T CARGO DOME LAMP	50	45.00	*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*		
18W RR WINDOW DEL	25	22.00			
43D COURTESY DISABL	20	17.00	* MORE ORDER INFO NEXT PAGE *		
51R DRV LED SPT LMP	395	345.00	F8=Next		
F1=Help	F2=Return to Order		F3/F12=Veh Ord Menu		
F4=Submit	F5=Add to Library		F9=View Trailers		

S006 - MORE DATA IS AVAILABLE.

QC06233

\$27,494

+ 69.50 TITLE

+ \$5.00 MUN. PLATE ?

CNGP530

VEHICLE ORDER CONFIRMATION

07/02/15 09:09:46

==>

Dealer: F41407

2016 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 9999 Priority: H2 Ord FIN: QE258 Order Type: 5B Price Level: 620

Ord Code: 500A Cust/Flt Name: BURL.POLICE PO Number:

RETAIL DLR INV

RETAIL DLR INV

FLEX FUEL

SP FLT ACCT CR (412.00)

FUEL CHARGE 5.46

PRICED DORA NC NC

DEST AND DELIV 945 945.00

TOTAL BASE AND OPTIONS 33840 31386.46

TOTAL 33840 31386.46

THIS IS NOT AN INVOICE

TOTAL PRICE EXCLUDES COMP PRICE ALLOW

F1=Help

F2=Return to Order

F7=Prev

F4=Submit

F5=Add to Library

F3/F12=Veh Ord Menu

S099 - PRESS F4 TO SUBMIT

F9=View Trailers

QC06233

Prepared For:

Chris Keefer
City of Burlington
2200 S. Pine Street
Burlington, WI 53105
Phone: (262) 539-3773
Email: ckeefe@burlington-wi.gov

Prepared By:

Chrissy Gensch
Ewald Automotive Group
36866 E. Wisconsin Ave.
Oconomowoc, WI 53066
Phone: (262) 567-5555
Fax: (262) 560-1303
Email: cgensch@ewaldauto.com

2016 Fleet/Non-Retail Ford Utility Police Interceptor AWD 4dr K8A**QUOTE WORKSHEET****QUOTE WORKSHEET - 2016 Fleet/Non-Retail K8A AWD 4dr**

MSRP	\$30,620.00
Destination Charge	\$945.00
Optional Equipment	\$2,275.00
Dealer Advertising	\$0.00
PRE-TAX ADJUSTMENTS:	
STATE OF WISCONSIN MUNICIPAL DISCOUNT	(\$6,271.00)
Total Pre-Tax Adjustments	(\$6,271.00)
Taxable Price	\$27,569.00
 TOTAL	 \$27,569.00

Customer Signature / Date

Dealer Signature / Date

2016 Ford AWD Utility Interceptor to the specifications as detailed. Registration fees are not included. Delivery can be anticipated approximately 90-120 days from order. Payment terms are net 10 days.

**Pricing is valid through 11/1/15. All orders must be placed before this date.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 392.0, Data updated 6/23/2015
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Customer File:

Prepared For:

Chris Keefer
City of Burlington
2200 S. Pine Street
Burlington, WI 53105
Phone: (262) 539-3773
Email: ckeefe@burlington-wi.gov

Prepared By:

Chrissy Gensch
Ewald Automotive Group
36866 E. Wisconsin Ave.
Oconomowoc, WI 53066
Phone: (262) 567-5555
Fax: (262) 560-1303
Email: cgensch@ewaldauto.com

2016 Fleet/Non-Retail Ford Utility Police Interceptor AWD 4dr K8A

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail K8A AWD 4dr

ENTERTAINMENT

- Radio: MyFord AM/FM/CD/MP3 Capable -inc: clock, 6 speakers and 4.2" color LCD screen center-stack Smart Display
- Radio w/Speed Compensated Volume Control and Steering Wheel Controls
- Integrated Roof Antenna

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 392.0, Data updated 6/23/2015
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Customer File:

Prepared For:

Chris Keefer
City of Burlington
2200 S. Pine Street
Burlington, WI 53105
Phone: (262) 539-3773
Email: ckeefe@burlington-wi.gov

Prepared By:

Chrissy Gensch
Ewald Automotive Group
36866 E. Wisconsin Ave.
Oconomowoc, WI 53066
Phone: (262) 567-5555
Fax: (262) 560-1303
Email: cgensch@ewaldauto.com

2016 Fleet/Non-Retail Ford Utility Police Interceptor AWD 4dr K8A

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail K8A AWD 4dr

EXTERIOR

- Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: center caps and full size spare
- Tires: P245/55R18 AS BSW
- Steel Spare Wheel
- Spare Tire Mounted Inside Under Cargo
- Clearcoat Paint
- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
- Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
- Black Bodyside Cladding and Black Wheel Well Trim
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Side Mirrors w/Convex Spotter and Manual Folding
- Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
- Deep Tinted Glass
- Speed Sensitive Variable Intermittent Wipers
- Front Windshield -inc: Sun Visor Strip
- Galvanized Steel/Aluminum Panels
- Lip Spoiler
- Black Grille
- Liftgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Projector Beam Led Low Beam Headlamps
- LED Brakelights

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 392.0, Data updated 6/23/2015
© Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.
Customer File:

Prepared For:

Chris Keefer
City of Burlington
2200 S. Pine Street
Burlington, WI 53105
Phone: (262) 539-3773
Email: ckeefe@burlington-wi.gov

Prepared By:

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Oconomowoc, WI 53066
Phone: (262) 567-5555
Fax: (262) 560-1303
Email: cgensch@ewaldauto.com

2016 Fleet/Non-Retail Ford Utility Police Interceptor AWD 4dr K8A

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail K8A AWD 4dr

INTERIOR

- 60-40 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
- Manual Tilt Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Trip Odometer and Trip Computer
- Power Rear Windows and Fixed 3rd Row Windows
- 5 Person Seating Capacity
- Remote Releases -Inc: Power Trunk/Hatch
- Cruise Control w/Steering Wheel Controls
- Manual Air Conditioning
- HVAC -inc: Underseat Ducts
- Locking Glove Box
- Driver Foot Rest
- Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
- Full Cloth Headliner
- Urethane Gear Shift Knob
- Day-Night Rearview Mirror
- Driver And Passenger Visor Vanity Mirrors
- Mini Overhead Console w/Storage and 2 12V DC Power Outlets
- Front And Rear Map Lights
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Carpet Floor Trim
- Cargo Features -inc: Cargo Tray/Organizer
- Cargo Space Lights

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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Customer File:

Prepared For:

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Email: ckeefe@burlington-wi.gov

Prepared By:

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Email: cgensch@ewaldauto.com

2016 Fleet/Non-Retail Ford Utility Police Interceptor AWD 4dr K8A

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail K8A AWD 4dr

- Dashboard Storage, Driver And Passenger Door Bins
- Power Adjustable Pedals
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks
- Systems Monitor
- Redundant Digital Speedometer
- Trip Computer
- Analog Display
- Seats w/Vinyl Back Material
- Manual Adjustable Front Head Restraints
- 2 12V DC Power Outlets
- Air Filtration

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2016 Fleet/Non-Retail Ford Utility Police Interceptor AWD 4dr K8A

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail K8A AWD 4dr

MECHANICAL

- Engine: 3.7L V6 Ti-VCT FFV -inc: High efficient police calibrated displacement technology is optimal for long days spent idling or on the job
- Transmission: 6-Speed Automatic -inc: Exclusively police calibrated for maximum acceleration and faster closing speeds
- 3.65 Axle Ratio
- GVWR: 6,300 lbs
- Transmission w/Oil Cooler
- Automatic Full-Time All-Wheel Drive
- Engine Oil Cooler
- 78-Amp/Hr 750CCA Maintenance-Free Battery
- HD 220 Amp Alternator
- Police/Fire
- Gas-Pressurized Shock Absorbers
- Front And Rear Anti-Roll Bars
- Electric Power-Assist Steering
- 18.6 Gal. Fuel Tank
- Dual Stainless Steel Exhaust
- Permanent Locking Hubs
- Strut Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

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2016 Fleet/Non-Retail Ford Utility Police Interceptor AWD 4dr K8A

STANDARD EQUIPMENT

STANDARD EQUIPMENT - 2016 Fleet/Non-Retail K8A AWD 4dr

SAFETY

- Advancetrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control
- Side Impact Beams
- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Safety Canopy System Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Rear Camera w/Washer

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2016 Fleet/Non-Retail Ford Utility Police Interceptor AWD 4dr K8A

SELECTED MODEL & OPTIONS

SELECTED MODEL - 2016 Fleet/Non-Retail K8A AWD 4dr

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
K8A	2016 Ford Utility Police Interceptor AWD 4dr	\$30,620.00

SELECTED VEHICLE COLORS - 2016 Fleet/Non-Retail K8A AWD 4dr

<u>Code</u>	<u>Description</u>
-	Interior: Charcoal Black
-	Exterior 1: Shadow Black
-	Exterior 2: Police White Vinyl Wrap

SELECTED OPTIONS - 2016 Fleet/Non-Retail K8A AWD 4dr

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
ENGINE		
99R	ENGINE: 3.7L V6 TI-VCT FFV -inc: High efficient police calibrated displacement technology is optimal for long days spent idling or on the job (STD)	INC
TRANSMISSION		
44C	TRANSMISSION: 6-SPEED AUTOMATIC -inc: Exclusively police calibrated for maximum acceleration and faster closing speeds (STD)	\$0.00
OPTION PACKAGE		
500A	ORDER CODE 500A	\$0.00
AXLE RATIO		
—	3.65 AXLE RATIO (STD)	\$0.00
PRIMARY PAINT		
G1	SHADOW BLACK	\$0.00
SECONDARY PAINT		
YZ	POLICE WHITE VINYL WRAP (Requires 91D or 91C or 91A)	\$0.00
PAINT SCHEME		

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2016 Fleet/Non-Retail Ford Utility Police Interceptor AWD 4dr K8A

SELECTED MODEL & OPTIONS

SELECTED OPTIONS - 2016 Fleet/Non-Retail K8A AWD 4dr

CATEGORY

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
PAINT SCHEME		
—	STANDARD PAINT	\$0.00
SEAT TYPE		
9W	CHARCOAL BLACK, UNIQUE HD CLOTH FRONT BUCKET SEATS W/VINYL REAR -inc: driver 6-way power track (fore/aft.up/down, tilt w/manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both front seatbacks	\$0.00
ADDITIONAL EQUIPMENT		
91A	2-TONE VINYL PACKAGE #1 -inc: roof vinyl, right hand/left hand front- doors vinyl, right hand/left hand rear-doors vinyl, White (YZ) only (Requires YZ)	\$840.00
51R	DRIVER ONLY LED SPOT LAMP (UNITY)	\$395.00
66A	FRONT HEADLAMP LIGHTING SOLUTION -inc: base LED low beam/incandescent (halogen) high beam headlamp w/high beam wig-wag function and (2) white rectangular LED side warning lights, Wiring and LED lights included, Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring Recommend using Cargo Wiring Uplift Package (67G) or Ultimate Wiring Package (67U).	\$850.00
86T	TAIL LAMP/POLICE INTERCEPTOR HOUSING ONLY -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies)	\$60.00
68G	REAR-DOOR HANDLES INOPERABLE/LOCKS INOPERABLE	\$35.00
43D	DARK CAR FEATURE -inc: Courtesy lamp disabled when any door is opened	\$20.00
17T	RED/WHITE DOME LAMP IN CARGO AREA	\$50.00
60A	GRILLE LED LIGHTS, SIREN & SPEAKER PRE-WIRING	INC
18W	WINDOWS - REAR-WINDOW POWER DELETE -inc: Operable from front driver side switches	\$25.00

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2016 Fleet/Non-Retail Ford Utility Police Interceptor AWD 4dr K8A***SELECTED MODEL & OPTIONS*****SELECTED OPTIONS - 2016 Fleet/Non-Retail K8A AWD 4dr****CATEGORY**

<u>Code</u>	<u>Description</u>	<u>MSRP</u>
OPTIONS TOTAL		\$2,275.00

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Customer File:

INTERNAL SERVICE FUNDS

2014 2015

EQUIPMENT REPLACEMENT FUND

POLICE							
465-525211-800	Police Outlay			\$ 49,312	\$ -	\$ -	
465-525211-802	Police Outlay - Boiler			\$ -	\$ -	\$ -	
465-525211-803	Police Outlay - A/C				\$ -	\$ -	
465-525211-800	Backup Generator	\$ 53,574					\$ 49,000
465-525211-803	Dispatch Console/Base Sta	\$ 173,313					
465-525211-803	Intercom/Recorder		\$ 145,374	\$ 11,073			
465-525211-802	Computer/Server		\$ 2,560	\$ -			
465-525211-805	Squad 1				\$ 31,500	\$ 33,000	\$ 34,000
465-525211-805	Squad 2	\$ 54,251	\$ 77,737	\$ 59,735	\$ 31,500	\$ 33,000	\$ 34,000
Subtotal		\$ 281,138	\$ 225,671	\$ 120,120	\$ 63,000	\$ 66,000	\$ 117,000
FIRE							
465-525220-805	Fire Truck				\$ -	\$ -	
465-525220-803	Power Operated Equipment				\$ -	\$ -	
465-525220-804	Roof Replacement	\$ -	\$ 30,835	\$ -			
465-525220-803	Thermal Imaging Camera	\$ 9,900		\$ -			
465-525220-803	SCBA Bottles	\$ 9,793	\$ 10,464	\$ 9,750	\$ 9,850	\$ 11,800	\$ 10,000
465-525220-805	Command Vehicle				\$ 37,900	\$ -	
465-525220-803	Communication Equip	\$ -	\$ 15,473	\$ -			
Subtotal		\$ 19,693	\$ 56,772	\$ 9,750	\$ 47,750	\$ 11,800	\$ 10,000
STREETS & SOLID WASTE							
465-535321-800	Building Equipment	\$ 418,460					
465-535321-803	Printer	\$ 888					
465-535321-801	Power Op Equip-Grinder			\$ 47,315			\$ 13,000
465-535321-803	Graco Line Laser Lining System			\$ 10,900	\$ 10,400		
465-535321-801	Landtec GEM Gas Analyzer			\$ 9,462	\$ 9,500		
465-535321-802	Loader Repalcement (5 year Pynt)			\$ 81,050	\$ 81,000	\$ 81,050	\$ 81,050
465-535321-802	IHC Truck		\$ 165,284	\$ -			
465-535321-801	Heat Patch Machine		\$ 9,185	\$ -			
465-535321-802	Pickup Truck		\$ 18,804	\$ -			
465-535321-802	Vehicles & Equipment	\$ 66,716				\$ 150,000	\$ 84,900
465-535321-800	CTH W Bike Path	\$ -					
Subtotal		\$ 486,064	\$ 193,272	\$ 148,727	\$ 100,900	\$ 231,050	\$ 178,950
PARKS							
465-555551-900	Building Equipment	\$ 162,734				\$ 4,248	
465-555551-802	Vehicles	\$ 124,555					
Subtotal		\$ 287,289	\$ -	\$ -	\$ -	\$ 4,248	\$ -
PLAN COMMISSION							
465-565641-800	Downtown Projects					\$ -	
Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LIBRARY							
465-555511-800	Computers				\$ 10,100	\$ 9,900	
465-555511-800	Carpeting	\$ 28,982					
465-555511-800	Boiler Replace			\$ 51,000	\$ -		
465-555511-800	Roof Repair	\$ 6,936	\$ 60,419	\$ -			
465-555511-800	Microfilm Reader			\$ 14,700			
465-555511-800	Copier Replacement	\$ 8,600					\$ 10,000
Subtotal		\$ 44,518	\$ 60,419	\$ 65,700	\$ 10,100	\$ 9,900	\$ 10,000
TOTAL EXPENDITURE		\$ 1,142,174	\$ 562,932	\$ 432,108	\$ 318,361	\$ 416,798	\$ 385,950
Beginning Balance 01/01		\$ 2,027,426	\$ 1,608,452	\$ 1,583,361	\$ 1,583,361	\$ 1,523,000	\$ 1,109,202
Net Change		(\$591,243)	(\$25,091)	(\$119,072)	(\$60,361)	(\$413,798)	(\$132,950)
Ending Balance 12/31		\$ 1,608,452	\$ 1,583,361	\$ 1,464,289	\$ 1,523,000	\$ 1,109,202	\$ 976,252



CITY OF BURLINGTON

Department of Public Works

Streets, Parks, Water & Waste Water Divisions

2200 S. Pine Street, Burlington, WI, 53105

(262) 539-3770 – (262) 539-3773 fax

www.burlington-wi.gov

Committee of the Whole Item Number: 7	Date: July 21, 2015
Submitted By: Dan Jensen, Public Works Supervisor	Subject: Resolution 4740(14) to consider approving change orders 1-5 with Scherrer Construction Company, Inc. for a \$3,213.13 increase in the cost of the Wehmhoff Jucker Park Project.

Details:

The change orders and retainage will be the final payment for the Wehmhoff-Jucker Park Project. The project was part of the 2010 -2014 Comprehensive Outdoors Recreational Plan and was approved to proceed with by City Council in resolution 4686(20) at a cost of \$216,664.40. With the change orders, the actual cost of the project is \$219,877.73. The change order items and their associated costs are as follows:

1. Quick Ship Doors (\$690.00): The City opted to have doors delivered quicker than the four to six week delivery time in order to close the building in late November. The change was requested by the Scherrer Construction.
2. Upgrade Louvers (\$253.00): The louvers for ventilation were upgraded to allow for them to be painted to match interior finish of Stalls and complement paint colors.
3. Split Face Block and Colored Mortar (\$3,587.63): The changes were requested by the Park Board so the Pavilion would look better than it would with plain block.
4. Upgrade Roof Shingle (\$431.25): The roof shingles were upgraded to an architectural shingle for a better appearance and to match shingles on bathroom.
5. Additional Lighting (\$1,225.00): The lighting was upgraded to match the pavilion as the existing lighting needed replacement.

The total cost of the change orders was \$6,186.88. Additional changes to the project included additional gravel base needed due to the depth of poor soils while excavating bike path, additional concrete needed to change locations of bike racks, savings in use of glass block windows in lieu of Kalwall windows and reduction in Trail Head sign cost. Staff has reviewed this change order and recommends its approval.

Options & Alternatives:

The common council could choose to deny the change orders, however, the work has already been completed and these prices represent the negotiated values of the work performed. Staff recommends this change order as the most cost effective solution for the City.

Financial Remarks:

This change order will result in an increase of \$3,213.13 to the contract. The final project cost after this change order will be \$219,877.73. The funds will come from the Park Development fund. The city will be reimbursed \$45,000 toward this project from a DNR Recreational Trail Aid Grant.

Executive Action:

This item is set for discussion at the July 21, 2015 Committee of the Whole meeting and scheduled for consideration at the Common Council meeting the same night.

**A RESOLUTION APPROVING FINALIZED QUANTITIES AND CONTRACT CHANGE
ORDERS NUMBER ONE THROUGH FIVE WITH SCHERRER CONSTRUCTION
COMPANY, INC. RESULTING IN A \$3,213.13 INCREASE IN THE COST OF THE
WEHMHOF-JUCKER PARK PROJECT**

WHEREAS, Resolution 4686(20) approved the bid to Scherrer Construction Company, Inc. For the Wehmhoff-Jucker Park Project for a base bid of \$138,894., and Alt. 1- Kalwall in lieu of glass block for \$6,228.00 and Alt. 2- Park Shelter Reconstruction for \$71,542.00 60 for a total bid of \$216,664; and,

WHEREAS, the City of Burlington entered into a contract with Scherrer Construction Company, Inc. for said improvements on August 19, 2014; and,

WHEREAS, it was determined that doors needed to be quick shipped at a cost of (\$690.00); Louvers were upgraded at a cost of (\$253.00); Split Face Block and Colored Mortar were used instead of plain block at a cost of (\$3,587.63); Pavilion shingles were upgraded at a cost of (\$431.25); and Additional Lighting was added at a cost of (\$1,225.00) for a total cost for the change orders of \$6,186.88. Also, final quantities on the project, additional cost on concreted for relocating the bike racks, savings on the Kalwall windows, and reductions in the cost of the Trail signage cost resulted in a \$3,213.13 increase in total cost of the project; and,

WHEREAS, said Change Orders Number One through Five increased the total contract amount by \$6,186.88 and final quantities and savings resulted in a final net project cost increase of \$3,213.13 it has been recommended for approval by the Park Board and the Supervisor of Public Works; and,

WHEREAS, the new contract price including finalized quantities and Change Orders Number One through Five increase the amount of the original contract to \$219,877.73, and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that finalized quantities and Change Orders Number One through Five are hereby approved resulting in a \$3,213.13 increase in the original contract cost.

BE IT FURTHER RESOLVED that the City Administrator is hereby authorized and directed to execute Change Orders Number One through Five and approve a \$3,213.13 increase in the amount of the original contract cost of \$216,664 on behalf of the City.

Introduced: July 21, 2015
Adopted:

Robert Miller, Mayor

Attest:

Diahn Halbach, City Clerk

APPLICATION FOR PAYMENT

PAGE 1

TO: CITY OF BURLINGTON 300 NORTH PINE STREET BURLINGTON, WI 53105		PROJECT: WEHMHOF JUCKER PARK IMPROVEMENTS		APPLICATION NUMBER: 4	
FROM: SCHERRER CONST. CO., INC. P.O. BOX 740 601 BLACKHAWK DRIVE BURLINGTON, WI 53105		ENGINEER: SAA DESIGN GROUP, INC. 101 EAST BADGER ROAD MADISON, WI 53713		ENGINEER'S PROJECT NO: 2549	
		CONTRACT		DATE: 08/21/14	
		PERIOD TO: 06.25.15			

CHANGE ORDER SUMMARY:			
Change Orders approved in previous months by Owner...	ADDITIONS	DEDUCTIONS	
TOTAL-->	6,186.88	0.00	
Approved This Month			
Number	Date Approved		
TOTALS		6,186.88	0.00
NET CHANGE BY CHANGE ORDERS		6,186.88	

SCHERRER CONSTRUCTION COMPANY, INC.

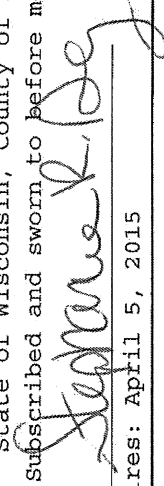
By:  Date: 06/30/15JOE EHLEN
FIELD OPERATIONS MANAGER

APPLICATION FOR PAYMENT SUMMARY:


ORIGINAL CONTRACT SUM \$ 216,664.60
 NET CHANGE BY CHANGE ORDERS #1 - 5 \$ 6,186.88
 DENSE GRADED BASE COURSE OVERAGE \$ 4,832.25
 CONCRETE PAVEMENT 4" OVERAGE \$ 1,692.00
 TRAILHEAD SIGNAGE UNDERAGE \$ (3,270.00)
 KW-1 KALWALL ALT UNDERAGE \$ (6,228.00)

TOTAL COMPLETED & STORED TO DATE \$ 219,877.73
 LESS PREVIOUS APPLICATIONS FOR PAYMENT \$ (206,362.54)
 CURRENT PAYMENT DUE..... \$ 13,515.19

(\$13,515.19 due consists of \$2,654.00 Work Completed this period and \$10,861.19 in Retainage held from previous pay apps.)

Notary Public: 
 My Commission expires: April 5, 2015

REVIEWED BY ENGINEER:

By:  Date: 6-30-15

\$ 13,515.19

****PAYMENT DUE BY

July 15, 2015

THANK YOU****

06/30/15

06.25.15

2549

APPLICATION NUMBER: 4

APPLICATION DATE:

PERIOD TO:

PROJECT NUMBER:

ITEM NO.	DESCRIPTION OF WORK	CURRENT SCHEDULED VALUE	WORK COMPLETED PREVIOUS PERIOD	THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED & STORED	%	BALANCE TO FINISH
1	MOBILIZATION	18,855.00	18,855.00	0.00	0.00	18,855.00	100%	0.00
2	EROSION CONTROL	1,100.00	1,100.00	0.00	0.00	1,100.00	100%	0.00
3	DEMOLITION	11,140.00	11,140.00	0.00	0.00	11,140.00	100%	0.00
4	TREE PROTECTION	1,800.00	1,800.00	0.00	0.00	1,800.00	100%	0.00
5	EARTHWORK	2,580.00	2,580.00	0.00	0.00	2,580.00	100%	0.00
6	DENSE GRADED BASE COURSE	2,247.00	6,347.25	732.00	0.00	7,079.25	315%	-4,832.25
7	ASPHALT PAVEMENT	5,969.00	5,969.00	0.00	0.00	5,969.00	100%	0.00
8	CONCRETE PAVEMENT 4"	9,512.80	9,512.80	1,692.00	0.00	11,204.80	118%	-1,692.00
9	CONCRETE SHELTER PAD	14,540.80	14,540.80	0.00	0.00	14,540.80	100%	0.00
10	TRAILHEAD SIGNAGE	3,500.00	0.00	230.00	0.00	230.00	7%	3,270.00
11	DRINKING FOUNTAIN	4,536.00	4,536.00	0.00	0.00	4,536.00	100%	0.00
12	RESTORATION	3,255.00	3,255.00	0.00	0.00	3,255.00	100%	0.00
13	RENOVATED RESTROOM BUILDING	59,859.00	59,859.00	0.00	0.00	59,859.00	100%	0.00
14	ALTERNATE #1 - KW-1 KALWALL IN LIEU OF GLASS BLOCK	6,228.00	0.00	0.00	0.00	0.00	0%	6,228.00
15	ALTERNATE #2 - A-1 PARK SHELTER	71,542.00	71,542.00	0.00	0.00	71,542.00	100%	0.00
16	CO #1 - QUICK SHIP DOORS	690.00	690.00	0.00	0.00	690.00	100%	0.00
17	CO #2 - UPGRADE TO PREFINISHED LOUVERS	253.00	253.00	0.00	0.00	253.00	100%	0.00
18	CO #3 - SPLIT FACE BLOCK & COLORED MORTAR	3,587.63	3,587.63	0.00	0.00	3,587.63	100%	0.00
19	CO #4 - UPGRADE ROOF SHINGLES	431.25	431.25	0.00	0.00	431.25	100%	0.00
20	CO #5 - ADDITIONAL LIGHTING	1,225.00	1,225.00	0.00	0.00	1,225.00	100%	0.00
21		0.00	0.00	0.00	0.00	0.00	0%	0.00
22		0.00	0.00	0.00	0.00	0.00	0%	0.00
23		0.00	0.00	0.00	0.00	0.00	0%	0.00
24		0.00	0.00	0.00	0.00	0.00	0%	0.00
25		0.00	0.00	0.00	0.00	0.00	0%	0.00
26		0.00	0.00	0.00	0.00	0.00	0%	0.00
27		0.00	0.00	0.00	0.00	0.00	0%	0.00
28		0.00	0.00	0.00	0.00	0.00	0%	0.00
29		0.00	0.00	0.00	0.00	0.00	0%	0.00
30		0.00	0.00	0.00	0.00	0.00	0%	0.00
31		0.00	0.00	0.00	0.00	0.00	0%	0.00
32		0.00	0.00	0.00	0.00	0.00	0%	0.00
33		0.00	0.00	0.00	0.00	0.00	0%	0.00
34		0.00	0.00	0.00	0.00	0.00	0%	0.00
35		0.00	0.00	0.00	0.00	0.00	0%	0.00
36		0.00	0.00	0.00	0.00	0.00	0%	0.00
37		0.00	0.00	0.00	0.00	0.00	0%	0.00
		222,851.48	217,223.73	2,654.00	0.00	219,877.73	99%	2,973.75

**A RESOLUTION APPROVING THE AWARD OF THE WEHMHOFF-JUCKER PARK PROJECT
TO SCHERRER CONSTRUCTION IN THE AMOUNT OF A BASE BID OF \$ 138,894.60
AND FOR ALTERNATE BIDS IN THE AMOUNT OF \$77,770**

WHEREAS, the Wehmhoff-Jucker Park improvements were identified in the City of Burlington's 2010-2014 Comprehensive Outdoor Plan; and

WHEREAS, the City of Burlington was awarded a 2013 Recreational Trail Aid (RTA) Grant in the amount of \$45,000 by the Department of Natural Resources to cover projects costs; and,

WHEREAS, the City of Burlington did post a Class 2 Notice to requesting bids for the Wehmhoff-Jucker Park Project on July 10, 2014 and July 17, 2014; and,

WHEREAS, bids received by the City were opened and reviewed at a public bid opening on July 29, 2014 and forwarded to SSA Design Group, the design engineer, for review; and,

WHEREAS, the Park Board has reviewed the bids and based on the engineer's recommendation, recommends acceptance of the lowest, most responsive bid from Scherrer Construction, a copy of which is attached hereto, and made a part thereof; and,

WHEREAS, the engineer, and the Park Board have recommended approval of the Base Bid and the following Alternate Bids as listed below:

- Total Base Bid – for \$138,894.60
- Alternate Bid No. 1, Kalwall in Lieu of Glass Block – for \$6,228.00
- Alternate Bid No. 2, Park Shelter Reconstruction – for \$71,542.00

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Burlington that the Wehmhoff-Jucker Park Project be awarded to Scherrer Construction for the Total Base Bid amount of \$138,894.60; and,

BE IT FURTHER RESOLVED that the Common Council of the City of Burlington award the following Alternates to Scherrer Construction:

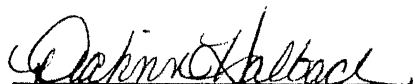
- Alternate Bid No. 1, Kalwall in Lieu of Glass Block – for \$6,228.00
- Alternate Bid No. 2, Park Shelter Reconstruction – for \$71,542.00

For a total contract price to \$216,664.60.

Introduced: August 5, 2014
Adopted: August 19, 2014


Robert Miller, Mayor

Attest:


Diahnn Halbach, City Clerk

BID TABULATION RESULTS

Project: **Wehmhoff-Jucker Park**
SAA# 2549

Prepared By: M. Fink
Date: 7/29/2014

Item No.	Item	Quantity	Unit	Engineer's Estimate		Scherrer Construction Inc		Advanced Bi
				Unit Price	Estimated Cost	Unit Price	Cost	Unit Price
1	Mobilization	1	LS	\$12,000.00	\$12,000.00	18,855.00	\$18,855.00	18,213.00
2	Erosion Control	1	LS	\$690.00	\$690.00	1,100.00	\$1,100.00	1,507.00
3	Demolition	1	LS	\$11,038.54	\$11,038.54	11,140.00	\$11,140.00	10,049.00
4	Tree Protection	1	LS	\$1,600.00	\$1,600.00	1,800.00	\$1,800.00	1,256.00
5	Earthwork	1	LS	\$2,068.75	\$2,068.75	2,580.00	\$2,580.00	19,671.00
6	Dense Graded Base Course	214	TN	\$18.00	\$3,852.00	10.50	\$2,247.00	17.59
7	Asphalt Pavement	47	TN	\$110.00	\$5,170.00	127.00	\$5,969.00	130.63
8	Concrete Pavement 4-inch	1,012	SF	\$5.00	\$5,060.00	9.40	\$9,512.80	6.28
9	Concrete Shelter pad	2272	SF	\$8.00	\$18,176.00	6.40	\$14,540.80	9.67
10	Trailhead Signage	1	EA	\$2,000.00	\$2,000.00	3,500.00	\$3,500.00	3,994.00
11	Drinking Fountain	1	LS	\$5,280.00	\$5,280.00	4,536.00	\$4,536.00	7,034.00
12	Restoration	1	LS	\$868.75	\$868.75	3,255.00	\$3,255.00	4,522.00
13	Renovated Restroom Building	1	LS	\$53,000.00	\$53,000.00	59,859.00	\$59,859.00	105,512.00
TOTAL BASE BID =				\$129,260.32		\$138,894.60		
KW-1	Kalwall in lieu of glass block	1	LS	\$1,500.00	\$1,500.00		\$6,228.00	\$97,499.00
A1	Park Shelter	1	EA	\$30,000.00	\$30,000.00		\$71,542.00	\$4,643.00
TOTAL BASE BID WITH ALTS =				\$162,965.32		\$216,664.60		
AS READ =						\$216,674.60		

Yellow Highlight indicates different from "AS READ" amount

5% Bid Bond Included	yes	yes
Addendum x,x,x, Acknowledged	yes	yes
Statement of Qualifications	yes	yes



CITY OF BURLINGTON

Department of Public Works

Street, Park, Water and Wastewater Divisions
2200 S. Pine Street, Burlington, WI, 53105
(262) 539-3770 – (262) 539-3773 fax
www.burlington-wi.gov

Committee of the Whole Item Number: 8	Date: July 21, 2015
Submitted By: Dan Jensen, Public Works Supervisor	Subject: Resolution 4741(15) to consider approving the 2014 Compliance Maintenance Annual Report

Details:

The Compliance Maintenance Annual Report (CMAR) is a report required by the Department of Natural Resources (DNR) to ensure the City's Wastewater Treatment Plant is in compliance with the permit issued by the DNR. The CMAR is a self-evaluation tool that promotes the owner's awareness and responsibility for wastewater collection and treatment needs, measures the performance of a wastewater treatment works during a calendar year, and assesses its level of compliance with permit requirements. This report, which is required to be completed and submitted annually, must be reviewed and approved by the Common Council and the DNR.

The purpose of the CMAR is to evaluate the wastewater treatment system for problems or deficiencies. Management, operation and maintenance activities are described. Owners identify proposed actions to prevent violations of WPDES permits and water quality degradation. The eCMAR program also encourages actions that promote awareness and responsibility for wastewater collection and treatment needs, maximize the useful life of wastewater treatment systems through improved operation & maintenance, and initiate formal planning, design and construction for system upgrades.

The 2014 CMAR grade point average for the Burlington Wastewater Treatment Plant was 4.0, based on a 4.0 point grading system. In 2013, we received a sub-par grade for operator certification. Although the operators at the Burlington Wastewater Treatment Plant are highly capable of running the plant and collection system, the DNR requires at the operator in charge to have held a license for 4 or more years. This requirement has now been met and Don Hefty is certified as the Operator In Charge.

Overall, the wastewater plant and collection system are in full compliance with our WPDES permit, and the City should be proud of its efforts in waste minimization.

Options & Alternatives:

It is required by the DNR that this report be completed, reviewed and approved by the Common Council, and submitted annually,

Financial Remarks:

The Equipment Replacement Fund should be reviewed annually during budget time and adjustments to contributions should be made as necessary.

Executive Action:

This item is set for discussion at the July 21, 2015 Committee of the Whole meeting and scheduled for consideration at the Common Council meeting the same night.

Resolution No. 4741(15)
Introduced by the Committee of the Whole

**A RESOLUTION APPROVING THE 2014 DEPARTMENT OF NATURAL
RESOURCES COMPLIANCE MAINTENANCE ANNUAL REPORT**

WHEREAS, the Wisconsin Department of Natural Resources requires the completion of a Compliance Maintenance Annual Report (CMAR) which will evaluate and document the performance and condition of the wastewater utility; and,

WHEREAS, the CMAR will assist treatment plant owners to plan for the future where necessary so that each plant will maintain their permit requirement; and,

WHEREAS, the operators of the Burlington Water Pollution Control Facility will continue to have training and testing opportunities to further their licensing status; and,

WHEREAS, preventative maintenance activities will continue to be performed on the collection system in order to prevent future sanitary sewer overflows.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Burlington has reviewed and approved the 2014 CMAR, a copy of which is attached hereto.

Introduced: July 21, 2015
Adopted:

Robert Miller, Mayor

Attest:

Diahnn Halbach, City Clerk

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
7/9/2015 **2014**

Influent Flow and Loading

1. Monthly Average Flows and (C)BOD Loadings

1.1 Verify the following monthly flows and (C)BOD loadings to your facility.

Outfall No. 701	Influent Monthly Average Flow, MGD	x	Influent Monthly Average (C)BOD Concentration mg/L	x	8.34	=	Influent Monthly Average (C)BOD Loading, lbs/day
January	2.3547	x	295	x	8.34	=	5,789
February	2.3124	x	257	x	8.34	=	4,954
March	2.6431	x	252	x	8.34	=	5,565
April	2.7361	x	237	x	8.34	=	5,402
May	2.7625	x	303	x	8.34	=	6,980
June	2.7573	x	225	x	8.34	=	5,185
July	2.7517	x	251	x	8.34	=	5,760
August	2.5742	x	283	x	8.34	=	6,083
September	2.4231	x	271	x	8.34	=	5,479
October	2.3291	x	313	x	8.34	=	6,072
November	2.2624	x	236	x	8.34	=	4,444
December	2.2748	x	299	x	8.34	=	5,674

2. Maximum Month Design Flow and Design (C)BOD Loading

2.1 Verify the design flow and loading for your facility.

Design	Design Factor	x	%	=	% of Design
Max Month Design Flow, MGD	4.9	x	90	=	4.41
		x	100	=	4.9
Design (C)BOD, lbs/day	11350	x	90	=	10215
		x	100	=	11350

2.2 Verify the number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:

	Months of Influent	Number of times flow was greater than 90% of	Number of times flow was greater than 100% of	Number of times (C)BOD was greater than 90% of design	Number of times (C)BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
Points per each		2	1	3	2
Exceedances		0	0	0	0
Points		0	0	0	0
Total Number of Points					0

0

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
7/9/2015 **2014**

☐ No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the facility from the discharge of hauled industrial wastes.

Landfill leachate, cleaning solution waste.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
7/9/2015 **2014**

<div></div> <p>4.2 At any time in the past year was there a failure of an effluent acute or chronic whole effluent toxicity (WET) test?</p> <p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please explain:</p> <div></div> <p>4.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?</p> <p><input type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p><input checked="" type="radio"/> N/A</p> <p>Please explain unless not applicable:</p> <div></div>

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
7/9/2015 2014

Effluent Quality and Plant Performance (Ammonia - NH3)

1. Effluent Ammonia Results

1.1 Verify the following monthly and weekly average effluent values, exceedances and points for NH3

Outfall No. 001	Monthly Average NH3 Limit (mg/L)	Weekly Average NH3 Limit (mg/L)	Effluent Monthly Average NH3 (mg/L)	Monthly Permit Limit Exceed ance	Effluent Weekly Average for Week 1	Effluent Weekly Average for Week 2	Effluent Weekly Average for Week 3	Effluent Weekly Average for Week 4	Weekly Permit Limit Exceed ance
January									
February									
March									
April									
May	9.1		0	0					
June	9.1		0	0					
July	9.1		0.006692308	0					
August	9.1		0	0					
September	9.1		0	0					
October									
November									
December									
Points per each exceedance of Monthly average:									10
Exceedances, Monthly:									0
Points:									0
Points per each exceedance of weekly average (when there is no monthly average):									2.5
Exceedances, Weekly:									0
Points:									0
Total Number of Points									0

NOTE: Limit exceedances are considered for monthly OR weekly averages but not both. When a monthly average limit exists it will be used to detect exceedances and generate points. This will be true even if a weekly limit also exists. When a weekly average limit exists and a monthly limit does not exist, the weekly limit will be used to detect exceedances and generate points.

1.2 If any violations occurred, what action was taken to regain compliance?

0

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
7/9/2015 2014

Biosolids Quality and Management

1. Biosolids Use/Disposal

1.1 How did you use or dispose of your biosolids? (Check all that apply)

- ☒ Land applied under your permit
☐ Publicly Distributed Exceptional Quality Biosolids
☐ Hauled to another permitted facility
☐ Landfilled
☐ Incinerated
☐ Other

NOTE: If you did not remove biosolids from your system, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc.

1.1.1 If you checked Other, please describe:

2. Land Application Site

2.1 Last Year's Approved and Active Land Application Sites

2.1.1 How many acres did you have?

717 acres

2.1.2 How many acres did you use?

136 acres

2.2 If you did not have enough acres for your land application needs, what action was taken?

2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?

☐ Yes (30 points)

☒ No

2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?

☒ Yes

☐ No (10 points)

☐ N/A

3. Biosolids Metals

Number of biosolids outfalls in your WPDES permit:

3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year.

Outfall No. 004 - Liquid Sludge

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling
Arsenic		41	75		5.8			4.8		7.7				5.3			0	0
Cadmium		39	85		2.2			1.8		2				2.7			0	0
Copper		1500	4300		830			720		780				790			0	0
Lead		300	840		48			50		47				47			0	0
Mercury		17	57		.48			.36		.43				.62			0	0
Molybdenum	60		75		20			18		20				21		0		0
Nickel	336		420		47			35		42				43		0		0
Selenium	80		100		5.2			3.5		6.9				4.4		0		0
Zinc		2800	7500		950			810		910				1000			0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel, or selenium = 0

Exceedence Points

☒ 0 (0 Points)

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
7/9/2015 2014

Outfall Number:	004	
Biosolids Class:	B	
Bacteria Type and Limit:	F	
Sample Dates:	07/01/2014 - 09/30/2014	
Density:	5,613	
Sample Concentration Amount:	CFU/G TS	
Requirement Met:	Yes	
Land Applied:	Yes	
Process:		
Process Description:		

Outfall Number:	004	0
Biosolids Class:	B	
Bacteria Type and Limit:	F	
Sample Dates:	10/01/2014 - 12/31/2014	
Density:	25,164	
Sample Concentration Amount:	CFU/G TS	
Requirement Met:	Yes	
Land Applied:	Yes	
Process:		
Process Description:		

4.2 If exceeded Class B limit or did not meet the process criteria at the time of land application.

4.2.1 Was the limit exceeded or the process criteria not met at the time of land application?

☐ Yes (40 Points)

☒ No

If yes, what action was taken?

5. Vector Attraction Reduction (per outfall):

5.1 Verify the following information. If any of the information is incorrect, Contact Us.

Outfall Number:	004
Method Date:	03/31/2014
Option Used To Satisfy Requirement:	INJ
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Outfall Number:	004
Method Date:	06/30/2014
Option Used To Satisfy Requirement:	INJ
Requirement Met:	Yes
Land Applied:	Yes
Limit (if applicable):	
Results (if applicable):	

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
7/9/2015 2014

Staffing and Preventative Maintenance (All Treatment Plants)

<p>1. Plant Staffing</p> <p>1.1 Was your wastewater treatment plant adequately staffed last year?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div></div> <p>Could use more help/staff for:</p> <div></div> <p>1.2 Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <ul style="list-style-type: none">● Yes○ No <p>If No, please explain:</p> <div></div>	
<p>2. Preventative Maintenance</p> <p>2.1 Did your plant have a documented AND implemented plan for preventative maintenance on major equipment items?</p> <ul style="list-style-type: none">● Yes (Continue with question 2)○ No (40 points) <p>If No, please explain, then go to question 3:</p> <div></div> <p>2.2 Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <ul style="list-style-type: none">● Yes○ No (10 points) <p>2.3 Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <ul style="list-style-type: none">● Yes<ul style="list-style-type: none">○ Paper file system○ Computer system● Both paper and computer system○ No (10 points)	0
<p>3. O&M Manual</p> <p>3.1 Does your plant have a detailed O&M Manual that can be used as a reference when needed?</p> <ul style="list-style-type: none">● Yes○ No	
<p>4. Overall Maintenance /Repairs</p> <p>4.1 Rate the overall maintenance of your wastewater plant.</p> <ul style="list-style-type: none">● Excellent○ Very good○ Good○ Fair○ Poor <p>Describe your rating:</p>	

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
7/9/2015 2014

Operator Certification and Education

1. Operator-In-Charge 1.1 Did you have a designated operator-in-charge during the report year? ● Yes (0 points) ○ No (20 points) Name: DONALD T HEFTY Certification No: 35175	0
2. Certification Requirements 2.1 In accordance with Chapter NR 114.08 and 114.09, Wisconsin Administrative Code, what grade and subclass(es) were required for the operator-in-charge to operate the wastewater treatment plant and what grade and subclass(es) were held by the operator-in-charge? Required: 4 - ABCEFGIJ; A - PRIMARY SETTLING; B - TRICKLING FILTER/RBC; C - ACTIVATED SLUDGE; E - DISINFECTION; F - ANAEROBIC DIGESTION; G - MECHANICAL SLUDGE; I - PHOSPHORUS REMOVAL; J - LABORATORY Held: 4 - ABCEFGI; 4 - A=PRIMARY SETTLING GRADE 4; B=TRICKLING FILTER/RBC GRADE 4; C=ACTIVATED SLUDGE GRADE 4; E=DISINFECTION GRADE 4; F=ANAEROBIC DIGESTION GRADE 4; G=MECHANICAL SLUDGE GRADE 4; I=PHOSPHORUS REMOVAL GRADE 4 2.2 Was the operator-in-charge certified at the appropriate level to operate this plant? ● Yes (0 points) ○ No (20 points)	0
3. Succession Planning 3.1 In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation and maintenance of the plant that includes one or more of the following options (check all that apply)? <input checked="" type="checkbox"/> One or more additional certified operators on staff <input type="checkbox"/> An arrangement with another certified operator <input type="checkbox"/> An arrangement with another community with a certified operator <input type="checkbox"/> An operator on staff who has an operator-in-training certificate for your plant and is expected to be certified within one year <input type="checkbox"/> A consultant to serve as your certified operator <input type="checkbox"/> None of the above (20 points) If "None of the above" is selected, please explain: <div></div>	0
4. Continuing Education Credits 4.1 If you had a designated operator-in-charge, was the operator-in-charge earning Continuing Education Credits at the following rates? Grades T, 1, and 2: ○ Averaging 6 or more CECs per year. ○ Averaging less than 6 CECs per year. Grades 3 and 4: ● Averaging 8 or more CECs per year. ○ Averaging less than 8 CECs per year.	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
7/9/2015 2014

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Vactor Truck Payment, digester recirc pump

3.3 What amount should be in your Replacement Fund? \$ 205,000.00

Please note: If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP link under Info in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

0

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below.

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Phosphorus reduction project - contested case hearing	50000	2016
2	Phosphorus Treatment, if contested case hearing is lost.	5000000	2020
3	Waste Gas Flare Upgrades	50000	2015
4	Plant generator project	50000	2015

5. Financial Management General Comments

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
7/9/2015 2014

- ☒ Emergency equipment
- ☒ Emergency procedures
- ☒ Communications/notifications (DNR, internal, public, media, etc.)
- ☒ Capacity Assurance:
- How well do you know your sewer system? Do you have the following?
 - ☒ Current and up-to-date sewer map
 - ☒ Sewer system plans and specifications
 - ☒ Manhole location map
 - ☒ Lift station pump and wet well capacity information
 - ☒ Lift station O&M manuals
- Within your sewer system have you identified the following?
 - ☒ Areas with flat sewers
 - ☐ Areas with surcharging
 - ☐ Areas with bottlenecks or constrictions
 - ☐ Areas with chronic basement backups or SSOs
 - ☐ Areas with excess debris, solids, or grease accumulation
 - ☐ Areas with heavy root growth
 - ☐ Areas with excessive infiltration/inflow (I/I)
 - ☐ Sewers with severe defects that affect flow capacity
 - ☒ Adequacy of capacity for new connections
 - ☐ Lift station capacity and/or pumping problems
- ☐ Annual Self-Auditing of your O&M/CMOM Program to ensure above components are being implemented, evaluated, and re-prioritized as needed
- ☐ Special Studies Last Year (check only those that apply):
 - ☐ Infiltration/Inflow (I/I) Analysis
 - ☐ Sewer System Evaluation Survey (SSES)
 - ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
 - ☐ Lift Station Evaluation Report
 - ☐ Others:

0

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	<input type="text" value="40"/>	% of system/year
Root removal	<input type="text" value="5"/>	% of system/year
Flow monitoring	<input type="text" value="5"/>	% of system/year
Smoke testing	<input type="text" value="0"/>	% of system/year
Sewer line televising	<input type="text" value="10"/>	% of system/year
Manhole inspections	<input type="text" value="25"/>	% of system/year
Lift station O&M	<input type="text" value="52"/>	# per L.S./year
Manhole rehabilitation	<input type="text" value="2"/>	% of manholes rehabbed
Mainline rehabilitation	<input type="text" value="2"/>	% of sewer lines rehabbed
Private sewer inspections	<input type="text" value="0"/>	% of system/year

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:

7/9/2015

2014

<div></div>	
5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:	
None	
5.4 What is being done to address infiltration/inflow in your collection system?	
Sewers are televised each year and repairs/upgrades are made to address problem areas	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Burlington Water Pollution Control

Last Updated: Reporting For:
7/9/2015 2014

Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of Burlington Common Council

Date of Resolution or
Action Taken:

Resolution Number:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F. Regardless of grade, required for Collection Systems if SSOs were reported):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Ammonia: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4



CITY OF BURLINGTON

Administration Department
300 N. Pine St. Burlington, WI, 53105
(262) 342-1161 – (262) 763-3474 fax
www.burlington-wi.gov

Committee of the Whole Item Number: 10	Date: July 21, 2015
Submitted By: Carina Walters, City Administrator	Subject: Ordinance 1996(2) to amend the Planned Unit Development Overlay District at 200 Bridge Street.

Details:

This item is to consider an amendment request to the Planned Unit Development (PUD) District for Fox Crossing Apartments at 200 Bridge Street. In 2013, the Common Council approved an Ordinance 1970(4), which created the PUD District at 200 Bridge Street for the construction of two 24-unit multi-family buildings. Phase one construction of the project was completed in the beginning of 2015 with the construction of the first apartment building.

The applicant is requesting an amendment to allow for an increase in the density on the second building with an additional fourth floor and 8 additional units, as part of Phase 2. The applicant is further requesting an amendment to the PUD District to allow for a departure from the M-4 District parking requirements and allowing for a 2.05 ratio of parking stalls per unit instead of the required 2.42 ratio. For your convenience, a spreadsheet is attached depicting the requirements and recommendation by the applicant.

The parcel is zoned Rm-4, Multiple-Family Residence District with a FW Floodway District, FFO Flood-fringe Overlay, SWO Shoreland Wetland Overlay, and a PUD Planned Unit Development Overlay.

The Plan Commission recommended approval of this amendment at their July 14, 2015 meeting subject to items listed Patrick Meehan's June 29, 2015, attached as Exhibit D.

Options & Alternatives:

The Council may choose to deny this request and require the developer to construct a 3-story, 24-unit multi-family building as originally proposed.

Financial Remarks:

As this amendment allows for an increase of eight addition units, the assessment for the property will increase along with the property taxes.

Executive Action:

This item is set for discussion at the July 21, 2015 Committee of the Whole meeting and scheduled for consideration at the Common Council meeting the same night.

**AN ORDINANCE TO AMEND THE PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT
(PUD) FOR THE FOX CROSSING APARTMENT COMPLEX AT 200 BRIDGE STREET**

The Common Council of the City of Burlington, County of Racine, State of Wisconsin do ordain as follows:

Section I. The Rm-4, Multiple-Family Residence District with a FW Floodway District, FFO Floodfringe Overlay District, a SWO Shoreland Wetland Overlay District and a PUD Planned Unit Development Overlay District was approved on September 3, 2013 as Ordinance 1970(4), hereto attached as Exhibit A, and is in effect for the property located at 200 Bridge Street, more particularly as follows:

Tax Identification Number: 206-03-19-32-402-699

Legal Description: A redivision of Certified Survey Map No. 2817, being a part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 32, Township 3 North, Range 19 East, City of Burlington, Racine County, State of Wisconsin.

Section II. FCBA, LLC, owner of property at 200 Bridge Street, has requested an amendment to Section 1 of Ordinance 1970(4), "Proposed Use" to provide for the construction of a total of two buildings within Phases I and II, the first consisting of a three-story, 24 unit multi-family building and the second consisting of a four-story, 32-unit multi-family building. FCBA, LLC further seeks to amend the PUD District, pursuant to the provisions of Section 315.43(H)(2)(a)(3) of the City of Burlington Municipal Code, to allow for a departure from the parking requirements and allowing for a 2.05 ratio of parking stalls per unit instead of the required 2.42 ratio, utilizing a Reciprocal Access Easement Agreement between the Phase I and Phase II buildings, hereto attached as Exhibit B.

Section III. The Planned Unit Development Overlay District for 200 Bridge Street, adopted on September 3, 2013, is hereby amended pursuant to the plans submitted to, hereto attached as Exhibit C, and approved by the Plan Commission and the Common Council, and pursuant to the June 29, 2015 memorandum by Meehan & Company, Inc, hereto attached as Exhibit D.

Section IV. A public hearing having been held on _____ before the Common Council, it is further ordained that this ordinance shall become effective from and after its passage and publication as required by law.

Introduced:
Adopted:

Robert Miller, Mayor

Attest:

Diahnn Halbach, City Clerk



June 25, 2015

VIA HAND DELIVERY

City of Burlington Plan Commission
City of Burlington City Council
c/o Carina Walters, City Administrator
300 N. Pine Street
Burlington, WI 53105

Re: Fox Crossing Phase II

Ladies and Gentlemen:

As you are aware, the undersigned represents FCBA, LLC and Bear Development, LLC as it relates to the development known as the "Fox Crossing Apartments" located at 200 Bridge Street in the City of Burlington, County of Racine, State of Wisconsin. In advance of the development of the first phase of this project, the City enacted an ordinance amending the official zoning map by adding a Planned Unit Development Overlay District to 200 Bridge Street. A copy of that ordinance has been enclosed with this correspondence for your reference. As part of that process, my client submitted all of the materials required for review as required by Section 315.43(H) of the City of Burlington Code of Ordinances. The purpose of this correspondence is to request a formal amendment of that Planned Unit Development Overlay addressing two issues.

The first component would be to amend Section 1 of the enclosed Ordinance "Proposed Use". The original use provided for the construction of two 24-unit multi-family buildings. My client would request that the proposed use be amended to provide for the construction of a total of two buildings, the first consisting of 24 units as presently constructed and the second consisting of a 32-unit multi-family building. I have also enclosed with this correspondence a site plan which describes and depicts a location of the existing building constructed in Phase I, a depiction of the second building proposed for construction, and a layout of the parking proposed to service the project as a whole.

Secondly, my client would request, pursuant to the provisions of Section 315.43(H)(2)(a)(3) of the City of Burlington Municipal Code of Ordinances, a departure from the parking requirements otherwise compelled by the RM-4 multiple family residential district. The precise nature and extent of the departure requested hereunder is more fully described in the Fox Crossing parking analysis enclosed with this correspondence, and would result in a parking ratio for the entire Fox Crossing Apartment development in excess of two stalls per unit located

within the development. There is some precedent in the City for a departure of this nature. The adjacent Boardwalk Apartment development requested and received such a departure which resulted in a parking ratio of 1.67 stalls per unit; a ratio which is considerably lower than what is being requested within the proposed Amendment. As indicated on the enclosed Fox Crossing parking analysis, the development is currently served by a cross-access agreement which provides for shared parking between the two phases, a copy of which I have also enclosed with this correspondence.

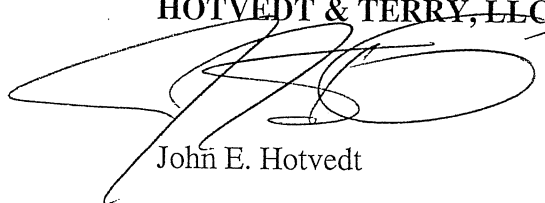
Based upon the above and the enclosed, I understand that this matter will be referred to the Plan Commission at its regularly scheduled meeting of July 14, 2015 for referral to the City's Committee of the Whole and Common Council thereafter.

In the event that staff, the Commissioner, or Council members require any additional information or have any questions, the Bear Development team and the undersigned would be happy to address any such inquiry and can make ourselves available upon the City's request. Otherwise, we look forward to presenting this proposed Amendment to the Plan Commission and Council in accordance with the City's ordinances.

Thank you for your attention to the above and the enclosed, and we once again look forward to working with the City of Burlington.

Sincerely,

HOTVEDT & TERRY, LLC

A handwritten signature in black ink, appearing to read 'John E. Hotvedt', is written over the company name. The signature is stylized with large, sweeping loops.

John E. Hotvedt

JEH/ktl
Enclosures

cc: Honorable Robert Miller w/ enclosures via e-mail
Patrick Meehan, City Planner, w/ enclosures via e-mail
S. R. Mills w/ enclosures via e-mail
Joseph Schwenker w/ enclosures via e-mail
Nick Orthmann w/ enclosures via e-mail

Fox Crossing Parking Analysis

Phase 1	Num. Units	Bed Rooms	Spaces Per Bed	Required Stalls
One BdRm	7	7	2	14
Two BdRm	11	22	2.5	27.5
Three BdRm	6	18	3	18
Total	24	47		59.5
Phase 2				
One BdRm	14	14	2	28
Two BdRm	12	24	2.5	30
Three BdRm	6	18	3	18
Total	32	56		76

	Actual	Requir	Over/Under
Total Stalls P 1	73	59.5	13.5
Total Stalls P 2	42	76	-34
Total Stalls	115	135.5	-20.5
Total Stalls/Unit	2.05357	2.4196	
Total Stalls/Bed	1.1165	1.3155	

Note: Phase 1 and 2 will have a cross-access agreement that provides for shared parking between the two phases.

**AN ORDINANCE TO AMEND THE PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT
(PUD) FOR THE FOX CROSSING APARTMENT COMPLEX AT 200 BRIDGE STREET**

The Common Council of the City of Burlington, County of Racine, State of Wisconsin do ordain as follows:

Section I. The Rm-4, Multiple-Family Residence District with a FW Floodway District, FFO Floodfringe Overlay District, a SWO Shoreland Wetland Overlay District and a PUD Planned Unit Development Overlay District was approved on September 3, 2013 as Ordinance 1970(4), hereto attached as Exhibit A, and is in effect for the property located at 200 Bridge Street, more particularly as follows:

Tax Identification Number: 206-03-19-32-402-699

Legal Description: A redivision of Certified Survey Map No. 2817, being a part of the Northeast ¼ of the Southeast ¼ and the Southeast ¼ of the Northeast ¼ of Section 32, Township 3 North, Range 19 East, City of Burlington, Racine County, State of Wisconsin.

Section II. FCBA, LLC, owner of property at 200 Bridge Street, has requested an amendment to Section 1 of Ordinance 1970(4), "Proposed Use" to provide for the construction of a total of two buildings within Phases I and II, the first consisting of a three-story, 24 unit multi-family building and the second consisting of a four-story, 32-unit multi-family building. FCBA, LLC further seeks to amend the PUD District, pursuant to the provisions of Section 315.43(H)(2)(a)(3) of the City of Burlington Municipal Code, to allow for a departure from the parking requirements and allowing for a 2.05 ratio of parking stalls per unit instead of the required 2.42 ratio, utilizing a Reciprocal Access Easement Agreement between the Phase I and Phase II buildings, hereto attached as Exhibit B.

Section III. The Planned Unit Development Overlay District for 200 Bridge Street, adopted on September 3, 2013, is hereby amended pursuant to the plans submitted to, hereto attached as Exhibit C, and approved by the Plan Commission and the Common Council, and pursuant to the June 29, 2015 memorandum by Meehan & Company, Inc, hereto attached as Exhibit D.

Section IV. A public hearing having been held on _____ before the Common Council, it is further ordained that this ordinance shall become effective from and after its passage and publication as required by law.

Introduced:
Adopted:

Robert Miller, Mayor

Attest:

Diahnn Halbach, City Clerk

Ordinance: 1970(4)
Introduced by: Committee of the Whole

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP BY ADDING A
PLANNED UNIT DEVELOPMENT OVERLAY DISTRICT TO 200 BRIDGE STREET**

WHEREAS, the Bear Development, LLC, owner, requests property located at 200 Bridge Street, as described in Attachment "A" to have a Planned Unit Development Overlay added to the current Rm-4, Multi-Family Residence District zoning; and,

WHEREAS, this request was heard at, and recommended for approval by the Plan Commission at their August 13, 2013 meeting; and,

WHEREAS, a public hearing was held regarding this matter at the Common Council's August 20, 2013 meeting.

NOW THEREFORE BE IT ORDAINED, that the Common Council of the City of Burlington, Racine County and Walworth County, State of Wisconsin does as follows:

Section 1. The district map of the City of Burlington, as it is incorporated by reference and made part of the City Zoning Ordinance, is hereby amended and changed in relation to the zoning classification of land more particularly described as follows:

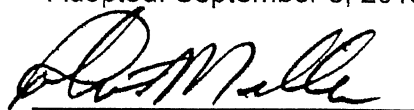
Owner:	Bear Development, LLC
Applicant:	S. R. Mills
Location of Request:	200 Bridge Street
Existing Zoning:	Rm-4, Multiple-Family Residence District with a FW Floodway District, FFO, Floodfringe Overlay and a SWO, Shoreland Wetland Overlay
Proposed Zoning:	Include a Planned Unit Development Overlay
Proposed Use:	To construct two 24-unit multi-family buildings

Section 2. The district map in all other respects shall remain the same.


Section 3. This ordinance shall take effect upon its passage and publication as provided by law.

NOW THEREFORE BE IT FURTHER ORDAINED that the City Clerk shall provide a copy of this ordinance to Planning and Development Director, Julie Anderson, of Racine County Planning and Development, located at 14200 Washington Ave., Sturtevant, WI 53177 and Walworth County Land Use & Resource, 100 W. Walworth Street, P.O. Box 1001, Elkhorn, WI, 53121.

Introduced: August 20, 2013
Adopted: September 3, 2013


Robert Miller, Mayor

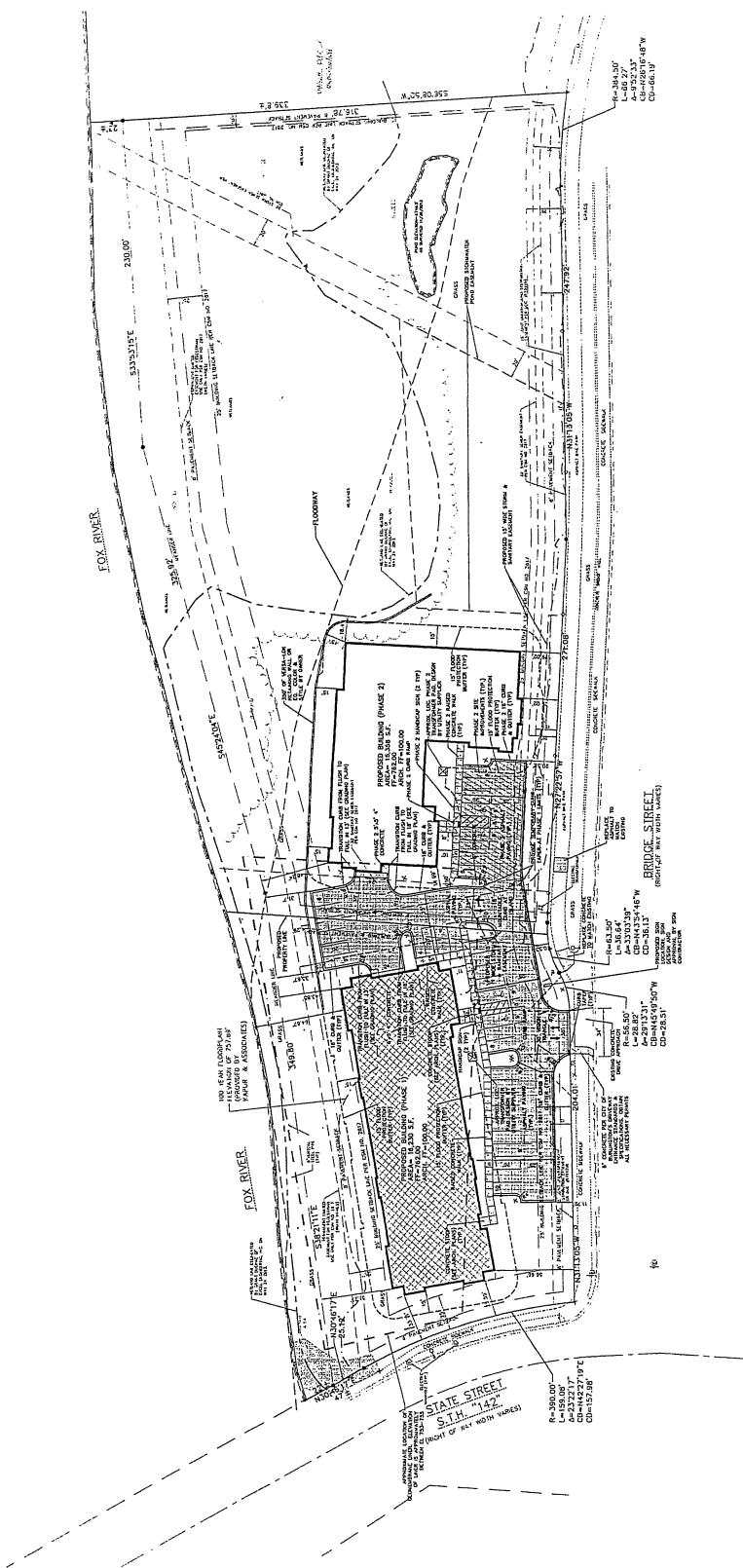
Attest:


Diahn Halbach, City Clerk

ATTACHMENT A

Legal Description

LAND TO BE REZONED IS A REDIVISION OF CERTIFIED SURVEY MAP NO. 2817, BEING A PART OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ AND THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 19 EAST, CITY OF BURLINGTON, RACINE COUNTY, STATE OF WISCONSIN



CONTAMINATED SOILS NOTE:
ANY REMOVAL, EXCAVATION
OF SOIL BELOW THE GEOMEMBRANE MUST BE
CONDUCTED IN ACCORDANCE WITH ALL
APPLICABLE REQUIREMENTS OF USHA AND
WOMR. SOIL BELOW THE GEOMEMBRANE
LAYER THAT IS REMOVED, EXCAVATED, OR
DISTURBED MUST BE MANAGED AND DISPOSED
OF IN ACCORDANCE WITH ALL APPLICABLE
FEDERAL AND STATE LAWS & REGULATIONS.

**PRELIMINARY
SHEET DATES:**
JUNE 10, 2013
JUNE 25, 2013
JULY 3, 2013
AUGUST 7, 2013

NOTE:
GEOMEMBRANE CANNOT BE TOUCHED OR
ALTERED IN ANY WAY WITHOUT APPROVAL
FROM THE OWNER

[illegible][illegible]

SITE PLAN
SCALE 1" = 30'-0"

C1.2

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

Document Number

Reciprocal Access Easement and
Maintenance AgreementDocument #: **2372594**

Date: 01-06-2014 Time: 02:00:00 PM Pages: 6

Fee: \$30.00 County: RACINE State: WI

Requesting Party: First American Title Insurance Company - NC

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies
this document has been electronically
recorded and returned to the submitter**

Recording Area

Name and Return Address

John E. Hotvedt
Lloyd, Phenicie, Lynch, Kelly, Hotvedt &
Terry, S. C.
432 Milwaukee Avenue
Burlington, WI 53105

TBD (Lot 1, CSM 3095)TBD (Lot 2, CSM 3095)

(Parcel Identification Number)

NCS-630849

RECIPROCAL ACCESS EASEMENT AND MAINTENANCE AGREEMENT

This Reciprocal Access Easement and Maintenance Agreement is executed by FCBA, LLC, a Wisconsin limited liability company (hereinafter "FCBA").

RECITALS

WHEREAS, FCBA is the record title owner of certain real estate located in the City of Burlington, County of Racine, State of Wisconsin, currently proposed for multi-family development, as more particularly described as follows:

Lot 1 of Certified Survey Map No. 3095 as recorded on September 6, 2013 in Volume 10 of Certified Survey Maps on pages 082-087 as Document No. 2363639. Said land being in the City of Burlington, County of Racine and State of Wisconsin

(hereinafter "Lot 1"); and

WHEREAS, FCBA is the record title owner of certain real estate located in the City of Burlington, County of Racine, State of Wisconsin, adjacent to Lot 1 and as more particularly described as follows:

Lot 2 of Certified Survey Map No. 3095 as recorded on September 6, 2013 in Volume 10 of Certified Survey Maps on pages 082-087 as Document No. 2363639. Said land being in the City of Burlington, County of Racine and State of Wisconsin

(hereinafter "Lot 2"); and

WHEREAS, FCBA desires to develop Lot 1 as described above and further desires to grant a reciprocal access easement for the benefit of and to further the efficient and convenient use of Lot 1 and Lot 2, and to provide for the orderly maintenance, cost sharing and other issues relating to such easements as provided below.

GRANT OF EASEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the receipt and sufficiency of which are hereby acknowledged, FCBA hereby grants and agrees as follows:

1. Grant of Access Easements. FCBA hereby grants, conveys and reserves onto the owners of Lot 1 and Lot 2 and their respective successors in title, a permanent non-exclusive right-of-way and easement in, over, upon and across the Access Driveways as hereinafter defined. For purposes of this easement, "Access Driveways" shall mean the Access Driveways consisting of the private roadways now or hereafter constructed for ingress and egress to any public road or highway adjacent to either such Lot 1 or Lot 2, including those private roadways

constructed over and across the common boundary line between said Lot 1 and Lot 2. Any and all such Access Driveways now or hereinafter constructed shall be referred to herein as the "Easement Area". The purpose of this easement is to provide for the free right-of-way of vehicular and pedestrian ingress and egress over the Easement Area for the benefit of Lot 1 and Lot 2, and without limitation, to each owner's respective tenants, employees, customers, invitees, agents, contractors, successors and assigns, for free ingress and egress to any and all public road right-of-ways or highways adjacent to either Lot 1 or Lot 2. This easement shall run with the land, appurtenant to and for the benefit of Lot 1 and Lot 2 and their respective successors in title.

2. Use of Easement Area. The use of the Easement Area by Lot 1 and Lot 2 shall be limited to vehicular and pedestrian travel. There shall be no parking or storage of vehicles or other property within any driveway constructed on or located within the Easement Area. Neither party hereto shall obstruct or in any way interfere with the other owner's lawful use of the Easement Area.

3. Reciprocal Parking Easement. FCBA hereby grants, conveys and reserves onto the owner of Lot 1 and Lot 2 and their respective successors in title, together with their respective guests, tenants, employees and invitees, a reciprocal easement for parking purposes in the areas as may hereinafter be designated for such purpose by the owners of Lot 1 and Lot 2, respectively.

4. Maintenance of Easement Area. The owner of Lot 1 and Lot 2 shall at all times keep the portions of the Easement Area located on its respective Parcel in good, usable condition and repair including, but not limited to, snow and ice removal, repairing, maintaining and rebuilding the Access Driveways as may be reasonably necessary. The condition of the Access Driveways shall be maintained in a condition customarily maintained for private driveways of a similar nature for projects of similar quality to the development contemplated for construction on Lot 1. The parties shall make any repairs ordered by a competent authority. The Lot 1 owner may repair or maintain that portion of the entrance and Access Driveway located within the Bridge Street right-of-way currently located on Lot 1, and the Lot 2 owner shall be responsible for reimbursing the Lot 1 owner conducting the repairs or maintenance for one-half of the cost of such repair or maintenance. The Lot 2 owner's share of such cost shall be paid by such party within thirty (30) days of receipt of an invoice for such costs.

5. Other Maintenance. The owners of Lot 1 and Lot 2 and/or their respective successors in title shall be responsible for the maintenance of any asphalt parking areas or landscaping located on their respective property which are not located within the Easement Area without contribution from the other party, and each such party shall perform all such maintenance in a manner necessary to provide the parties hereto with the benefits conferred under this Agreement as it relates to the Easement Area. Upon the development of Lot 2 by the Lot 2 owner, the owner of Lot 2 shall repair or restore any and all portions of the Easement Area or Lot 1 which are damaged or destroyed as a result of ingress and egress of construction equipment or vehicles associated with the development or construction of improvements located on Lot 2.

6. Temporary Construction Easement. FCBA hereby grants, conveys and reserves unto the owner of Lot 1, and any contractor, company, entity, utility or employees or agents thereof designated by the owner of said Lot 1 and/or its respective successors in title, over and across Lot 2 for purposes associated with the construction and improvement of the Lot 1 property, including but not limited to the right to operate necessary equipment thereon, the right of ingress and egress thereto, and the storage of equipment and construction materials. This temporary easement shall be effective upon the recording of this Easement Agreement and for a period of the lesser of five hundred forty (540) days or the issuance of a final occupancy permit from the City of Burlington for the improvements contemplated to be constructed on said Lot 1. The owner of Lot 1 shall restore any disturbed surface on Lot 2 to its general condition that existed prior to such disturbance.

7. Indemnity. The parties hereto shall indemnify and hold the other harmless from and against any and all liability for personal injury and property damage, including of or to themselves and their agents, when such injury or damage shall result from, arise out of, or be attributable to any improvement, maintenance, repair, or lack of repair or maintenance under and pursuant to this Agreement, unless any such injury or damage shall result from, arise out of or be attributable to the negligent acts or omissions of the party seeking indemnity hereunder.

8. Manner of Enforcement. This Covenant shall be enforceable by the respective parties hereto and their successors and assigns in any manner provided by law or equity including, but not limited to one or more of the following:

A. Injunctive relief.

B. Action for monetary damages.

C. Performance of these Covenants on behalf of any part in default thereof for more than thirty (30) days after receipt by such party of notice describing such default. In such event, the defaulting owner shall be liable to the enforcing party for the actual costs related to or in connection with performing these Covenants, together with interest on any and all such amounts which remain outstanding at the rate of nine percent (9%) per annum, until paid in full.

Failure of either owner to enforce any provision contained herein shall not be deemed a waiver of the right to enforce these covenants in the event of a subsequent default.

9. Duration. Other than as described in Section 6 hereof, the easements and covenants granted pursuant to this document shall be perpetual and shall remain in full force and effect until modified or terminated by the owners of Lot 1 and Lot 2 by written instrument duly executed by each such party, and recorded in the office of the Register of Deeds for Racine County, Wisconsin.

10. Covenants Run with Land. All of the terms and conditions of this Easement, including the benefits and burdens, shall run with title to the land and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

11. Limited Use. Limited use of the easement rights granted in this Agreement shall not prevent later use of the easement to the fullest extent authorized in this document.

12. Governing Law. This Easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

13. Time is of the Essence. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Easement Agreement.

14. Not a Public Dedication. Nothing herein contained shall be deemed to be a conveyance, gift or dedication of any portion of the Easement Area or either property described herein to the general public for any public purpose whatsoever, it being the intention that this Easement Agreement shall be strictly limited to and for the purposes herein expressed.

15. Force Majeure. The Parties shall be excused from performing any obligation under this Agreement, except obligations to pay sums of money, in the event and so long as the performance of such obligation is prevented, delayed, or hindered by the following: acts of God; fire; earthquake; flood; explosion; action of the elements; war; acts of terror; invasion; riot; mob violence; sabotage; inability to procure or general shortage of labor, equipment facilities, materials, or suppliers in the open market; failure of transportation; strike; lockout; action of labor union; condemnation; requisition; law; orders of governmental authorities; or any other cause, similar to the foregoing, not within the respective control of the obligated Party.

16. Casualty and Condemnation. The risk of loss or a decrease in the enjoyment and the beneficial use of Lot 1 and Lot 2 as a result of the damage or destruction thereof or any portion thereof by fire, the elements, casualty, eminent domain, destruction, confiscation of or with respect to each such Lot 1 or Lot 2, however caused or occasioned, shall be borne by the owner of each Lot 1 and Lot 2, respectively, and proceeds of any insurance or condemnation action belong solely to the owner of the affected Lot. The owners of Lot 1 and Lot 2 hereby acknowledge for themselves and their respective successors in title that no occurrence specified in the foregoing sentence shall create any obligation on any party bound by this Easement Agreement to the other such party to rebuild, reconstruct, or otherwise repair any damage caused by a circumstance described in this Section 16.

17. Modification. The easement granted hereunder may not be altered or amended except by a written document executed and acknowledged by the respective owners of both Lot 1 and Lot 2 described hereunder, being duly recorded in the office of the Register of Deeds of Racine County, State of Wisconsin.

18. Invalidity. If any term or condition of this Easement or the application of this Easement to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Easement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and condition shall be valid and enforceable to the fullest extent permitted by law.


19. Notices. Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given if personally delivered or sent by registered or certified mail to the address of the party to whom such notice is to be given as shown on the property tax records of the City of Burlington, Wisconsin.

20. Entire Agreement. This Agreement shall constitute the entire agreement pertaining to the use and maintenance of the Easement Area and any prior understanding or representation of any kind shall not be binding upon any party except to the extent incorporated in this document.

Dated: December 24th, 2013

FCBA, LLC
Owner of Lot 1 and Lot 2


By:

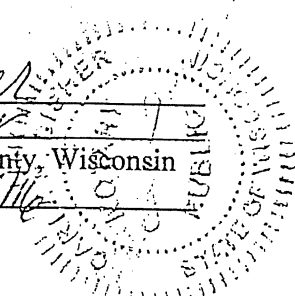

S. R. Mills, Authorized Member

State of Wisconsin)

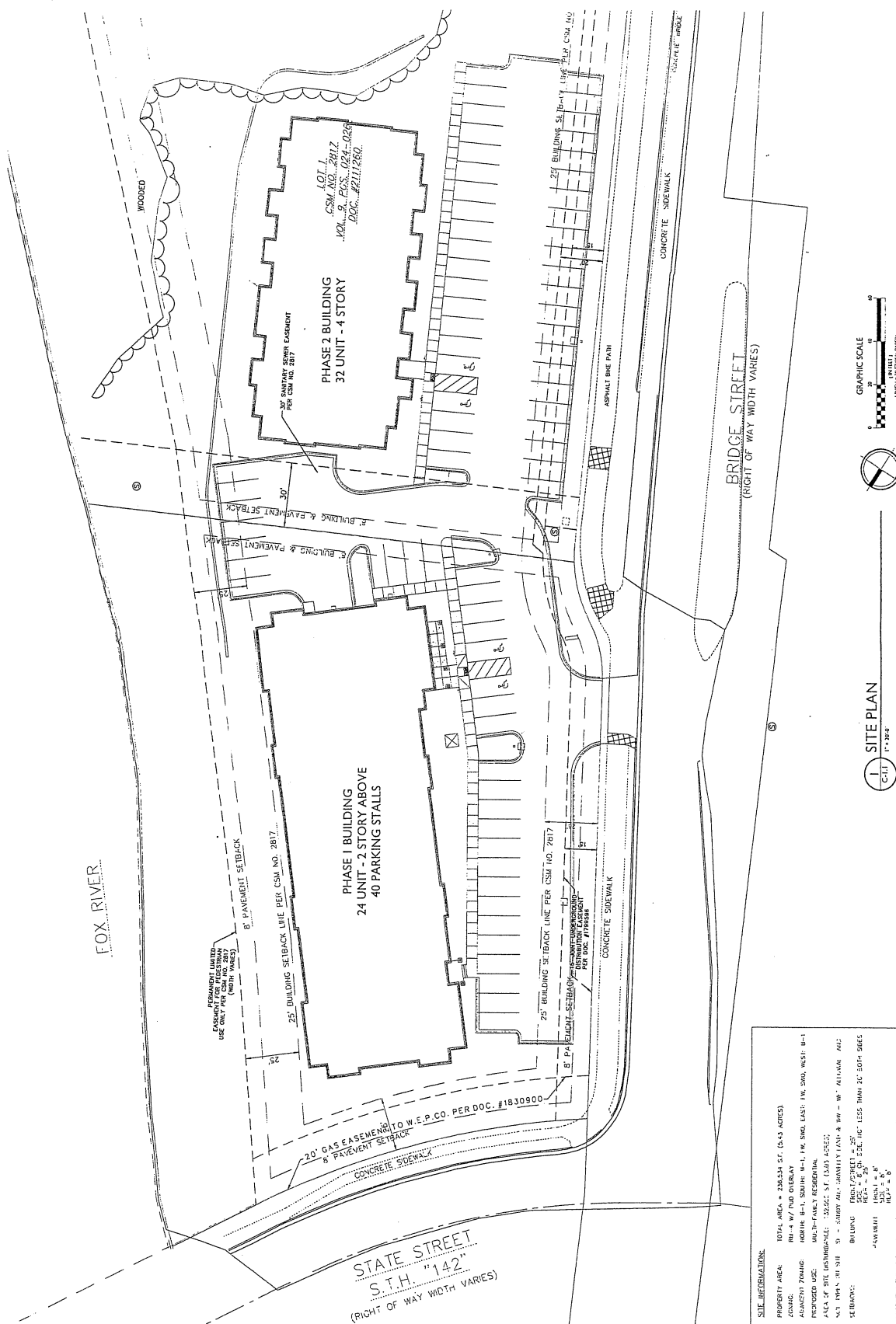
Kenosha County) ss.)

Personally came before me this 24th day of December, 2013, the above named S.R. Mills, to me known to be the person who executed the foregoing document and acknowledge the same as the authorized act of FCBA, LLC.


Name: Carla S. Bisher
Notary Public, Kenosha County, Wisconsin
My commission expires 8/28/16



This instrument drafted by
John E. Hotvedt
Attorney at Law

[illegible]

MEEHAN & COMPANY, INC.

PATRICK J. MEEHAN, AICP, AIA
PRESIDENT

P. O. BOX 925
HALES CORNERS, WI 53130-0925
PHONE: (414) 529-9559
FAX: (414) 529-9559

MEMORANDUM

TO: Plan Commission
City of Burlington

FROM: Meehan & Company, Inc.
Patrick J. Meehan, AICP

SUBJECT: Review of Proposed Amendments to the PUD Planned Unit Development Overlay District for the Fox Crossing Apartments Development Located at 200 Bridge Street, City of Burlington. Applicants: Hotvedt & Terry, LLC, John E. Hotvedt for FCBA, LLC and Bear Development, LLC.

DATE: June 29, 2015

INTRODUCTION

Pursuant to the June 25, 2015 telephone request of the Director of Administrative Services of the City of Burlington, Meehan & Company, Inc. has prepared the following comments and recommendations pertaining to proposed amendments to the PUD Planned Unit Development Overlay District for the Fox Crossing Apartments development (City of Burlington Ordinance No. 1970(4)) located at 200 Bridge Street in the City of Burlington. The subject property is about 236,534 square feet (inclusive of meandered area) or 5.43 acres (also inclusive of meandered area) in area.

The subject property is currently zoned in the Rm-4 Multiple-Family Residence District, PUD Planned Unit Development Overlay District, FFO Floodfringe Overlay District, FW Floodway District, and SWO Shoreland Wetland Overlay District in the City of Burlington.

The materials submitted by the applicant pertaining to the current request for amendments to the PUD Planned Unit Development Overlay are listed as follows:

- a. Letter to the City of Burlington Plan Commission and Common Council dated June 25, 2015 (2 pages) from Hotvedt & Terry, LLC, John E. Hotvedt regarding application for amendments to the Fox Crossing PUD Planned Unit Development Overlay District and departures from the parking requirements of the RM-4 Multiple Family Residence District as it applies to the Fox Crossing PUD Planned Unit Development Overlay District.
- b. A copy of City of Burlington Ordinance No. 1970(4) adopted September 3, 2013 for the Fox Crossing PUD Planned Unit Development Overlay District.
- c. A "Site Plan: Sheet C-1.1," 1 Sheet, dated January 7, 2015 as prepared by KBA Knothe Bruce Architects.
- d. "Fox Crossing Parking Analysis," 1 page table, undated.

- e. "Reciprocal Access Easement and Maintenance Agreement (Document No. 2372594)," 6 pages, recorded at the Racine County Register of Deeds on January 6, 2014.

Based upon Meehan & Company, Inc.'s review of the various materials submitted by the applicant (as listed above) it appears that the applicant is requesting the following:

- An amendment to Section 1 of Ordinance No. 1970(4) from "To construct two, 24-unit multi-family buildings" to "To construct a total of two buildings, the first consisting of 24 units as presently constructed and the second consisting of 32-unit multi-family building"; and
- A departure from the parking requirements otherwise required by the RM-4 Multiple Family Residence District and Section 315-48(I) and Table 5 of the City Zoning Ordinance. Such departures may be allowed by the Common Council under the various provisions of Sections 315-43(A)(1) and 315-43(H)(2)(a)(3) of the City Zoning Ordinance.

Any and all site engineering-related portions of this project (including drainage, utility, easements, sewers, water, wetland delineations, stormwater and erosion control, and all other engineering-related issues) are deferred to the City Engineer for review and comment. Meehan & Company, Inc. did not review the submitted plans for compliance with City Building Codes. All proposed architectural plans shall be reviewed by the City Building Inspector for compliance with all Building Codes.

Pursuant to the requirements of Sections 315-121 and 315-43(H)(4) of the City Zoning Ordinance, a public hearing is required to be held before the Common Council to amend the PUD Planned Unit Development Overlay District for the Fox Crossing Apartments development.

THE INITIAL CITY-APPROVED PUD DISTRICT DEVELOPMENT PLANS: 2013

In 2013, a PUD Planned Unit Development which divided the subject property into two (2) lots but which functions as one unified development with shared drives, outdoor parking, and vehicular access from Bridge Street was created. The initial PUD Planned Unit Development proposed to build two (2), 24-unit, multiple-family residential dwelling structures (apartments) on the total subject property (one, 24-unit on each of the two proposed lots) totaling 48 dwelling units. The overall density would be 8.84 dwelling units per net acre (excluding adjacent public street right-of-ways).

The proposed building for Phase 1 of the development (on proposed Lot 1) was proposed to contain 7 one-bedroom dwelling units, 11 two-bedroom dwelling units, and 6 three-bedroom dwelling units. The proposed building for Phase 2 of the development (on proposed Lot 2) was proposed to contain 9 one-bedroom dwelling units, 9 two-bedroom dwelling units, and 6 three-bedroom dwelling units. The breakdown of total dwelling unit types initially proposed was as follows:

16	one-bedroom dwelling units
20	two-bedroom dwelling units
12	three-bedroom dwelling units
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48	Total Dwelling Units

A total of 36 off-street parking spaces was proposed to be outdoors and another 82 spaces

were proposed to be located within the two proposed buildings—42 indoor spaces for the proposed Phase 1 building on proposed Lot 1 and 40 indoor spaces for the proposed Phase 2 building on proposed Lot 2. A total of 118 off-street parking spaces was proposed to serve the entire development.

The building proposed to be constructed on Lot 1 was Phase 1 of the development and the building proposed to be constructed on proposed Lot 2 was Phase 2 of the development. The proposed buildings were to be 2.5 stories in height with a maximum building height of 38 feet. The exterior materials of the two proposed buildings were proposed to be asphalt shingles (main roofs); standing metal seam for entryway lower roof areas; LP Smartside trim, panels, and siding; steel raining on the exterior porches; Vinyl windows; precast heads over windows; stone veneer or cultured stone; and ground face masonry (4" and 8" high coursing).

Meehan & Company, Inc. prepared a review memorandum (dated July 19, 2013) to the City Plan Commission of the initial City-approved plans for the Fox Crossing Apartments' Certified Survey Map for a redivision of Lot 1 of Certified Survey Map No. 2817, the rezoning of the subject property to the PUD Planned Unit Development Overlay District, a Conditional Use for residential uses in the FFO District, and Site Plan.

THE PROPOSED PUD DISTRICT DEVELOPMENT PLAN AMENDMENTS

As indicated earlier in this memorandum, based upon Meehan & Company, Inc.'s review of the various materials submitted by the applicant (as listed above) it appears that the applicant is requesting the following:

- An amendment to Section 1 of Ordinance No. 1970(4) from "To construct two, 24-unit multi-family buildings" to "To construct a total of two buildings, the first consisting of 24 units as presently constructed and the second consisting of 32-unit multi-family building"; and
- A departure from the parking requirements otherwise required by the RM-4 Multiple Family Residence District and Section 315-48(l) and Table 5 of the City Zoning Ordinance. Such departures may be allowed by the Common Council under the various provisions of Sections 315-43(A)(1) and 315-43(H)(2)(a)(3) of the City Zoning Ordinance.

Based upon the foregoing request, the total number of dwelling units in the development would be increased from 48 to 56 and the overall allowable density would be increased from the former City-approved density of 8.84 dwelling units per net acre (excluding adjacent public street right-of-ways) to 10.31 dwelling units per net acre (excluding adjacent public street right-of-ways). *[Note: The underlying RM-4 Multiple-Family Residence District allows for a maximum density of 75 dwelling units per net acre.]*

The proposed building for Phase 1 of the development (on proposed Lot 1) was proposed to contain 7 one-bedroom dwelling units, 11 two-bedroom dwelling units, and 6 three-bedroom dwelling units. The proposed amendments for the building for Phase 2 of the development (on proposed Lot 2) is now proposed to contain 14 one-bedroom dwelling units, 12 two-bedroom dwelling units, and 6 three-bedroom dwelling units. The breakdown of total dwelling unit types now proposed is as follows:

21	one-bedroom dwelling units
23	two-bedroom dwelling units
12	three-bedroom dwelling units
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56	Total Dwelling Units

A total of 115 off-street parking spaces is proposed to serve the entire development.

1. CONSISTENCY WITH CITY PLANS:

City's Adopted Comprehensive Plan: The subject property is located within an area designated as a "HIGH DENSITY RESIDENTIAL (Less Than 6,200 sq. ft. Per Dwelling)" and "PRIMARY ENVIRONMENTAL CORRIDOR" use in the amended City-adopted SEWRPC Community Assistance Planning Report No. 301 titled A Multi-Jurisdictional Comprehensive Plan for Racine County: 2035 as described in Appendix D (page D-2) and Map 1 titled "Recommended Land Use Plan for the City of Burlington Planning Area: 2035." *Therefore, the proposed "HIGH DENSITY RESIDENTIAL use of the subject property is consistent with the A Multi-Jurisdictional Comprehensive Plan for Racine County: 2035 as that plan currently pertains to the subject property. The Comprehensive Plan was adopted by the City under the provisions of Section 66.1001 of the Wisconsin Statutes.*

City of Burlington Bicycle/Pedestrian Plan: The adopted "City of Burlington Bicycle/Pedestrian Plan" dated September 28, 2001 indicates that an "EXISTING BIKE PATH" is located on the east and south sides of the subject property as well as within the Bridge Street public Street right-of-way. *The proposed use of those portions of the subject property not located within an "EXISTING BIKE PATH" is not in conflict with the "City of Burlington Bicycle/Pedestrian Plan" since the bicycle route is already existing.*

City of Burlington: 2010-2014 Comprehensive Outdoor Recreation Plan: The City of Burlington: 2010-2014 Comprehensive Outdoor Recreation Plan dated July 2010 as prepared by Schreiber/Anderson Associates, Inc. does not indicate any proposed park or proposed trail on the subject property. *However, the plan does indicate an "Existing Trail" located within the Bridge Street public right-of-way on its northeast side). Therefore, the proposed use is not in conflict with this existing plan. Also, the Certified Survey Map indicates a "Permanent Limited Easement for Pedestrian Use Only Per CSM No. 2817 (Width Varies)" located along the shore of the Fox River on both Lots 1 and 2.*

2. OFF-STREET PARKING REQUIREMENTS OF THE CITY OF BURLINGTON ZONING ORDINANCE AND OFF-STREET PARKING ANALYSIS

Typically, off-street parking in the Rm-4 District needs to meet the requirements of Table 5 of the City Zoning Ordinance which calls for off-street parking to be provided based upon the number of bedrooms per dwelling unit. Table 5 requires the provision of:

1.5 spaces per one-bedroom apartment dwelling unit, plus 0.5 space per dwelling unit for guest parking.

2.0 spaces per two-bedroom apartment dwelling unit, plus 0.5 space per dwelling unit for guest parking.

2.5 spaces per three-bedroom apartment dwelling unit, plus 0.5 space per dwelling unit for guest parking.

As indicated earlier, the following apartment dwelling units are now proposed for the development:

21	one-bedroom dwelling units
23	two-bedroom dwelling units
12	three-bedroom dwelling units
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56	Total Dwelling Units

Based upon the foregoing zoning requirements and number of various types of apartments proposed, the following minimum number of off-street parking spaces is required:

42.0	off-street parking spaces to serve one-bedroom dwelling units
57.5	off-street parking spaces to serve two-bedroom dwelling units
36.0	off-street parking spaces to serve three-bedroom dwelling units
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136	Total Required Off-Street Parking Spaces

The off-street parking required to be provided the Fox Crossing Apartments development (without a deviation from the City Zoning Ordinance standards) indicates that the average number of off-street parking spaces provided per dwelling unit would be 2.428.

As indicated earlier, the applicant's proposed deviation from the City Zoning Ordinance standards indicate the provision of a total of 115 off-street parking spaces proposed to serve the proposed total 56-unit, multiple-family apartments. The off-street parking proposed to be provided the Fox Crossing Apartments development indicates that the applicant's proposed average number of off-street parking spaces provided per dwelling unit to be 2.053.

The Institute of Transportation Engineers published its *Parking Generation—3rd Edition* in 2004. This detailed study indicates, based upon a significant number of similar types of housing projects throughout the country, that low-rise to mid-rise apartment buildings have an average peak period parking demand rate per dwelling unit in urban areas of about 1.00 on a weekday (with a range of rates from 0.66 to 1.43) and about 1.02 on a Saturday (with a range of rates from 0.80 to 1.43).

Based upon the foregoing data and findings, it appears that the applicant's proposed number of off-street parking spaces would be adequate to serve the proposed development.

RECOMMENDATIONS

Based upon the foregoing applicant submitted documents, findings and analyses, Meehan & Company, Inc. recommends that the Plan Commission recommend to the Common Council the approval of the following to the Fox Crossing PUD Planned Unit Development Overlay District:

- An amendment to Section 1 of Ordinance No. 1970(4) from:
"To construct two 24-unit multi-family building"
to
"To construct a total of two buildings, the first consisting of 24 units as presently constructed and the second consisting of 32-unit multi-family building"

- A departure from the parking requirements otherwise required by the RM-4 Multiple Family Residence District and Section 315-48(l) and Table 5 of the City Zoning Ordinance to allow for the provision of a total of 115 off-street parking spaces to serve the proposed total 56-unit, multiple-family apartment development with an average number of off-street parking spaces provided per dwelling unit of 2.053.

Subject to the "Site Plan: Sheet C-1.1," 1 Sheet, dated January 7, 2015 as prepared by KBA Knothe Bruce Architects; "Fox Crossing Parking Analysis," 1 page table, undated; the "Reciprocal Access Easement and Maintenance Agreement (Document No. 2372594)," 6 pages, recorded at the Racine County Register of Deeds on January 6, 2014; and any other additional requirements of the City Plan Commission, Common Council, City Administrator, City Attorney, Fire Chief, Police Chief, and/or City Engineer.

